AMENDMENT OF SOLICITATIO	N/MODIFICATI	ON OF CONTRA	CT	1. CONTRACT	D CODE	PAGE OF PA	GES .
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Environmental Protection Agency			ļ				
Emergency Response Service Cents	r (3805R)						
1280 Pennsylvanis Avenue, N.W.	-		ł				
Washington, DC 20460			L				
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1. The Section G clause entitled *CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984) has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Project Officer:

Ray Worley U.S. EPA CEPPO (5184A) 1200 Pennsylvania Ave. Washington, DC 28468 (202) 564-8721 Worley.ray@epa.gov

TO:

Joseph Veseio U.S. EPA CEPPO (510A) 1200 Pennsylvania Ave. Washiagton, DC 28468 (282) 564-2522 vescio, joseph@epa.gov

Contract Specialist(s) responsible for administering this contract:

Ron Bell 1200 Penneylvania Ave. (3885R) Washington, Dc. 20406 Phoae: (202) 564-4581 bell.ron@epa.gov

Administrative Contrarting Rfficer:

Clauda M. Armstrong 1288 Pennsylvania Ave. Mailcode: 3805R Washington, Dc, 28486 Phone: (202) 564-6679 armstrong.claudia@epa.gov

MODIFICATIONS T8 THE CONTRACT

1. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES (EF 52.242-100) (AUG 1984) has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Prejact Officer:

Ray Worley U.S. EPA CEPPO (5104A) 1280 Pennsylvania Ave. Washington, OC 20460 (282) 564-8721 worley.ray@epa.gov

TO:

Joseph Vescio U.S. EPA CEPPO (518A) 1208 Pennsylvanie Ave. Washington, DC 20468 (282) 564-2522 vescio, joseph@epa.gov

Captract Specialist(s) responsible for administering this contract:

Roa Bell 1200 Pennsylvania Ave. (3805R) Washington, Dc. 28486 Phoae: (282) 564-4581 bell.ron@epa.gov

Administrative Contracting Officer:

Clauda M. Armstrong 1280 Pennsylvania Ave. Mailcode: 3885R Washington, Dc, 20486 Phone: (202) 564-6679 armstrong.claudia@epa.gov

MODIFICATIONS TO THE CONTRACT

1. The Section G clause entitled *CSNTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-108) (AUG 1984) * has been modified. The text is as follows:

Project Officer(s) for this contract has changed from:

Project Sfficer:

Ray Worley U.S. EPA CEPPO (5184A) 1280 Pennsylvaaia Ave. Washington, OC 20468 (202) 564-8721 worley_ray@epa,gov

TO:

Joseph Vascio U.S. EPA CEPFO (510A) 1208 Pennsylvania Ave. Washington, DC 28468 (202) 564-2522 vescis.joseph@epa.gov

Contract Specialist(s) responsible for administrating this contract:

Ron Bell 1200 Pennsylvania Ave. (3885R) Washiagton, Dc. 28486 Phone: (202) S64-4501 bell.ron@epa.gov

Administrative Contracting Dfficer:

Clauda M. Armstrong 1208 Pennsylvenia Ave. Mailcode: 3805R Washington, Dc. 20406 Phone: (202) 564-6679 armstrong.claudia@epa.gov

AMENDMENT OF SOLICITATION	ON/MODIFICATION OF CON	TRACT	1, CONTR	ACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0002	3. EFFECTIVE DATE See Block 16C		SITION/PURC	HASE REQ. NO.	5. PROJECT NO. (# applicable)
6. ISSUED BY CODE		7. ADMINI	STERED BY	(If other than Item 6) CODE	
Environmental Protection Agency Emergency Response Service Cente 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	er (3805R)				
8. NAME AND ADDRESS OF CONTRACTOR (No., street	l, county, State and ZIP Code)		(<)	9A. AMENDMENT O	F SOLICITATION NO.
X-EETO, INC. 8725 NW 18TH TER SUITE 304				9B. DATED (SEE ITEM	11)
Miami, FL 33172				10A. MODIFICATION NO.	OF CONTRACT/ORDER
			(v)	10B. DATED (SEE ITEM	13)
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PREVIOUS EDITION UNUSABLE	,	20-104			Prescribed by GSA FAR (48 CFR) 52.243

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
- (a) The Contractor shall assign to this contract the following key personnel:

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- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

PR-HQ-09-11718

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

A. BFFECTIVE DATE See Block 16C

2. AMENDMENT/MOBIFICATION NO.

EP-W-08-071/0003

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Environmental Protection Agency						
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() The above numbered solicitation is amended as sel forth in Item 14.	The hour and date apuci	fied for receipt o	TOKket []) is extended, [] is	mot extended.	
guitantitled; 57 (c) By acquirate letter of telegram which includes a reference MENT TO BE RECEIVED AT THE PLACE SESIGNATED FOR THE RECEIPT IN REJECTION OF YOUR OFFER. If by wirtun of this amondment you desire jetter, provided such integrant or larger replices payments to the solicitation	OF OFFERS PRIOR TO T I to Change on offer alms	HE HOUR AND D ody pobusitied, st	DATE SPEC Uch change	FRED MAY RESULT May be made by fel	egrana or	
12. ACCOUNTING AND APPROPRIATION DATA #	Page 2.					
13. THIS ITEM APPLIE				-		
IT MODIFIES THE ((/) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Aprill)	CONTRACT/ORDER					
TRACT DROER NO. IN ITEM 10A						
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c. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO Y	IRSUANY TO AUTHORIT	Y QF:				
D. OTHER (See Sy confidence of Sunds Notice (E	P 52 232-108) (A	PR 1984)		··		
				<u></u>		
	de document and return	<u> </u>	o 11-0 ja şulm			
12. DESCRIPTION OF AMENDMENT/MODIFICATION (Organizate) DEFENDED IN					contract.	All other terms
and conditions remain unchanged.	chair idiloh-g ili			LJ020.20 1110		_ 42.0
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			_			
Escapt as provided heroic, all terms and conditions of the document referenced effect.	nced in item \$A == 10A, (es heretofore chi	≱nged, ress	ainte unchanged and	in full force	
ISA. NAME AND TITLE OF SIGHER (Type of pring)		16A. HAME	AND TITLE	OF CONTRACTING	OFFICER (Type or p	***
		CLAUDIA	M. ARN	ASTRONG		
15B, CONTRACTOR/OFFERDA	18C DATE SIGNED	16B. UNITES	STATES (DF AMERICA		ICC. DATERIGNER
[Species of payon sufferiors to alph)			genture of Co.	erecting Officer)		
KSM 7640-01-152-8070	34	0-105			STANDARD	FORM 3A (REV 10-83)

1. The following funding modifications have been made:

BASE Period:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	AMOUNT	P C
и9и039	09	т	D3N	302D72C	нооовмоо		2505	\$362,929.00	С

- 2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:
- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of solution is allotted to cover estimated cost. Funds in the amount of solution are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.
- (C) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

	Previous Mod No.(Original Award)	This Mod No. 3	Revised Totals
Est. Cost	\$(b)(4)		
Base Fee	\$		
Total	\$607,999.00	\$362,929.00	\$970,928.00

Base Period Current Contract Total (Contract Ceiling) Base Period Current Contract Total Funding This Mod	\$ 1,192,398.00 \$970,928.00
Amount Required to Fully Fund	\$221,470

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AMENDMENT OF SOLICITAT	ION/MODIFICA	TION OF CONTRA	CT	1. CONTRA	CT ID CODE	PAGE OF PA	GES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0004	3. EFFECTIVE DA 05/15/09	ATE	4. REQUIS	ITION/PURC	IASE REQ. NO.	5. PROJEC	T NO. (# applicable)
-	DDE		7. ADMINIS	TERED BY	other than item 6) COD	E	
Environmental Protection Agency							
Emergency Response Service Cer	iter (3805R)		ı				
1200 Pennsylvania Avenue, N.W.			ľ				
Washington, DC 20460 8. NAME AND ADDRESS OF CONTRACTOR (No., at					of Hermanne		
6. NAME AND ADDRESS OF CONTRACTOR (No., 32	reet, county, State and LIP Co	ode)		(√)	9A. AMENDMENT C	F SOLICITATIC	IN NO.
X-EETO, INC.					00 BATED		
8725 NW 18TH TER SUITE 304					9B. DATED (SEE TE	W 11)	
85iami El 22472							
Miami, FL 33172					 MODIFICATION NO. 	OF CONTRACT	//ORDER
					EP-W-08-071	_	
				(/)	10B. DATED (SEE ITE	Vf 13)	
CODE FACILITY CODE					09/30/08		
		LY APPLIES TO AME					*
[] The above numbered solicitation is amended							
Offers must acknowledge receipt of this amendmer (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram whit MENT TO BE RECEIVED AT THE PLACE DESIGNAT IN REJECTION OF YOUR OFFER. If by virtue of this letter, provided each telegram or letter makes refere	copies of the am- ch includes a reference ED FOR THE RECEIPT amendment you desin	endment; (b) By acknowle to the solicitation and am OF OFFERS PRIOR TO The to change an offer alread	edging receipt nendment nun HE HOUR AND dy submitted,	of this amen nbers. FAILU DATE SPEC such change	dment on each copy of RE OF YOUR ACKNOW IFIED MAY RESULT may be made by teleg	the offer LEDG- ram or	
12. ACCOUNTING AND APPROPRIATION DATA (# re N/A	quired)						
13.		S ONLY TO MODIFICA CONTRACT/ORDER N		_			
A. THIS CHANGE ORDER IS ISSUED F TRACT ORDER NO. IN ITEM 10A							
B. THE ABOVE NUMBERED CONTRAI appropriation date, etc.) SET FORTH IN				CHANGES (#1	ch as changes in paying offic	е,	
c. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED INTO P	URSUANT TO AUTHORITY	OF:				
D. OTHER (Specify type of modification and a H.19 KEY PERSONNEL (E		-72) (FEB 1995) D	EVIATIO	N			
E. IMPORTANT; Contractor [X] is not,	[] is required to sign th	nis document and return _	copies	to the Issuir	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION							1
In accordance with Clause H.19, K							to the contract
for a two-week programmed team	transition perio	d commencing M	ay 16, 20	09. (1)(4)			pacity of a
part-time "Emergency Managemen Analyst position on a full-time bas	it Analyst." Επε	ective June 1, 200	9, (D)(4)		assume the En		
		ition of Project M				jency wan	agement
whose resignation will become eff						anged	
Except as provided herein, all terms and conditions							
and effect. 15A. NAME AND TITLE OF SIGNER (Type or print)			16A, NAM	E AND TITLE	OF CONTRACTING OF	FICER (Type or pr	int)
					STRONG		
15B. CONTRACTOR/OFFEROR		15C DATE SIGNED		ED STATES			ISC. DATE SIGNED
(Signature of person authorized to sign)				Signature of Co	ntracting Officer)		
NSN 7540-01-152-8070		30-	105				ORM 30 (REV 10-83)
PREVIOUS EDITION UNUSABLE						Prescribed by FAR (48 CFR)	

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager		
(b)(4)		
(wi	11 assume position effective June 1, 2009)	
Senior Emergence	y Management Analyst:	
(b)(4)	•	
(w	vill assume position effective June 1, 2009)	
Emergency Manag	gement Analyst:	
	vill assume a part-time position for a two-week programed t	
transition peri	od to commence on May 16, 2009, and assume this position t	Eull-
time effective	June 1,2009)	
Emergency Opera	tions Facility Manager:	
Senior Telecomm	nunications Specialist:	
(b)(4)		
Telecommunicati	ons Specialist:	
(b)(4)		
	ess Facility Manager:	
(b)(4)		

- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

	<u> </u>							
Al	MENDMENT OF SOLICITAT	TON/MODIFICA	TION OF CONTR	ACT	1. CONTR	ACT ID CODE	PAGE OF P	AGES
	MENT/MODIFICATION NO. 8-071/0005	3. EFFECTIVE DA See Block 16		4. REQUIS	ITION/PURC	HASE REQ. NO.	5. PROJE	CT NO. (# applicable)
6. ISSUED	BY CO	DE		7. ADMINI	STERED BY	(If other than Item 6) CODE		
Emerge 1200 Pe	mental Protection Agency ncy Response Service Cer nnsylvania Avenue, N.W. gton, DC 20460	nter (3805R)						
	AND ADDRESS OF CONTRACTOR (No., st	reet, county, State and ZIP Co	ode)	•	(√)	9A. AMENDMENT OF	SOLICITAT	ION NO.
X-EETO 8725 NV), INC. W 18TH TER SUITE 304					9B. DATED (SEE ITEM	11)	
Miami, I	FL 33172					10A. MODIFICATION (NO. EP-W-08-071	OF CONTRAC	CT/ORDER
					(√)	10B. DATED (SEETEM	13)	
CODE FAC	ILITY CODE					09/30/08		
[] The a	bove numbered solicitation is amended		LY APPLIES TO AME				t extended.	
submitted; MENT TO B IN REJECTI	oleting Items 8 and 15, and returning or (c) By separate letter or telegram whitE RECEIVED AT THE PLACE DESIGNAT ON OF YOUR OFFER. If by virtue of this ded each telegram or letter makes reference.	ch includes a reference ED FOR THE RECEIPT samendment you desin	to the solicitation and ar OF OFFERS PRIOR TO T e to change an offer alrea	mendment nur HE HOUR ANI Idy submitted,	mbers. FAJLI D DATE SPE , such chang	CIFIED MAY RESULT te may be made by telegra	EDG- am or	
12. ACCOU N/A	NTING AND APPROPRIATION DATA (If re	equired)						
	13.		S ONLY TO MODIFIC			•		
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	B. THE ABOVE NUMBERED CONTRA eppropriation date, etc.) SET FORTH IN				CHANGES (s	uch as changes in paying office	,	
	c. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO P	URSUANT TO AUTHDRIT	Y OF:				
X	D. OTHER (Specify type of modification and H.19 Key Personnel (EPA		72) (FER 1995) I	DEVIATIO) N			
	III.13 Rey Personner (EFA	DAIN 1002.201-1	72) (I LD 1990) I	JEVIATR	214			
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Except as p and effect.	rovided herein, all terms and conditions	of the document refere	enced in Item 9A or 10A, a	s heretofore o	changed, ren	nains unchanged and In fo	ull force	
15A. NAN	E AND TITLE OF SIGNER (Type or print)					OF CONTRACTING OFF	ICER (Type or	print)
15B. CON	TRACTOR/OFFEROR		15C DATE SIGNED			OF AMERICA		16C. DATE SIGNED
	(Signature of person euthorized to sign)				(Signature of C	ontracting Officer)		
NSN 7540-0 PREVIOUS I	1-152-8070 EDITION UNUSABLE		30	-105			STANDARD Prescribed I FAR (48 CFF	

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
 - (a) The Contractor shall assign to this contract the following key personnel:

- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

189. CONTRACTOR/OFFEROR

(Signature of person authorized to public NSH 7548-01-152-80 m PREVIOUS EDITION UHUSABLE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

AMENDMENT OF SOLICE	TATION/MODIFICATION OF	CONTRACT 1. '	CONTRACT ID COBE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. P-W-08-071/0006	3. EFFECTIVE DATE See Black 16C	4. REQUISITION	PPURCHASE REQ. NO.	5. PROJECT NO. (Familian)
issued by nvironmental Protection Agei mergency Response Service 200 Pennsylvania Avenue, N.\ ashington, DC 20460	Center (3805R)	7. AONEMISTER	ED BY (Faller Shan New 4) CO	DE
NAME AND ADDRESS OF CONTRACTOR	No., atract, county, State and ZP Codd	' <u></u>	(/) 9A. AMENBMENT	OF SULICITATION NO.
-EETO, INC. 725 NW 18TH TER SUITE 304			96. DATED (SEE IN	ES 11)
liami, FL 33172			10A. MOSIFICATIO NO. EP-W-08-071	N OF CONTRACTIONIER
		(√)	108. DATED (SER /S D9/30/08	CH 13)
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[] The above numbered solicitation is are	11. THIS ITEM SNLY APPLIE			not extended.
REJECTION OF YOUR OFFER. If by virtue of little, provided such telegram or littles makes 2. ACCOUNTING AND APPROPRIATION DATE OF LAND APPROPRIATION DATE OF	reference to the solicitation 4 or this ame	n offer already submitted, such ormani, and in received prior t	n change may to made by bile of the opening hour and date a	graci or pecified.
UA	13. THIS (TEM APPLIES ONLY TO	MODIFICATIONS OF CO	NTRACTS/ORDERS.	
	IT MODIFIES THE CONTRACT	YORDER NO. AS BESCRI	SED IN ITEM 14.	
TRACT ORDER NO. IN ITEM	UED PURSUANT TO: (Specify authority) THE 19A HTRACTYORGER IS MODIFIED TO REFLEC			
- SET FOR	THE IN THE 14, PURSUANT TO THE AUTHOR to the Statement of Work			
E. THIS SUPPLEMENTAL AGRE	EMENT IS ENTERES INTO PURSUANT TE	AUTHORITY BF:		.•
D. UTHER (Specify type of medification	m pret melberty)			
MPORTANT: Contractor [X] to not,	[] le required to sign IN s dissement	and return copies to t	la issuing office.	
IL DESCRIPTION OF AMENDMENT/MODIFIC	CTION (Organization) by UCF matter buildings, include	ng solicitation/cockract subject matter		•
The purpose of this modification				
Operations Center (EOC) of the and conditions remain unchan		am to 5:30pm. All	omer terms	•
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recept so provided hunts, all turns and cond ad affect.	Nions of the document referenced in New	9A or 10A, as heretofore char	ged, ramains unchanged and I	in Rull force
SA. NAME AND TITLE OF SIGNER (Type or)	rên\$	ı	D TITLE OF CONTRACTING O	HTTICER (Type-41 print)
	<u> </u>		I. ARMSTRONG	
SB. CONTRACTOR/OFFERDA	15C DAT	TE SIGNED 169. UNITED (TATES OF AMERICA	16G. DATE SIGNED
(Cilyanters of persons authorized in algo)			dure of Generaling Officer)	<u> </u>
KSN 7548-01-152-0670 KSESANYS ERITTEIN HINIFSKA F		30-105		STANDARD FORM 30 (REV 18-84) Prescribed by GSA
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P-W-08-071 P-W-08-071	725 NW 16TN TER SUITE 3	D4					
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National Security Emergency Preparedness ProgramP-W-08-871/8886

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ccept as provided herein, all terms and conditions of no effect.	the document referen	nced in	 Norm 14 L ar 10A,	ns heretoforo	changer, re	mains un	ichangéd und in	ı fuli force		
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STANDARD FORM 35 (REV 10-83)
Prescribed by GSA
FAR (se CFR) 52.245

1. The attachment entitled "STATEMENT OF WORK" has been modified. The text is as follows:

Statement of Work

Analytical and Technical Services to Support the Environmental Protection Agency's National Security Emergency Preparedness Program (NSEP)

I. BACKGROUND

The Environmental Protection Agency (EPA) Emergency Coordinator (8C) and Continuity Coordinator (CC), as delegated, plans, directs, and coordinates all matters relating to the Agency's National Security Emergency Preparedness (NSEP) program. These duties cover the formulation and dissemination of Agency policy in accordance with the provisions of Executive Order (EO) 12656. Homeland Security Presidential Directive (HSPD) 20, National Security Presidential Directive (NSPD) 51, Federal Continuity Oirective (FCD)1 and 2, Mational Communication System 3-10; and other directives and guidance relating to NSRP. The EC/CC oversees the development, coordination, dissemination, and implementation of supporting NSEP plans, including Continuity of Operations Plan (COOP); the selection, oversight and training of NSEP and COOP team members; and the selection, operations, and readiness maintenance of the Agency's Primary COOP facility specifically the Emergency Operations Facility (EOF) lucated in the Washington Greater Metropolitan Area, EPA Emergency Operations Center (EOC) at EPA's headquarters, and Emergency Relucation Site(s) (ERS).

The Director, Dffice of Emergency Management (DEM) also serves as the EPA EC and lead CC representative. The EPA EC/CC has overall responsibility far the NSEP and COOP programs, as well as the EOC, EDF, and ERS. The day-to-day oversight of the program is carried out by the EPA Project Dfficer (PO) and Work Assignment Manager(s) as assigned.

The program support activities required for those duties relating to program analysis, policy formulation and dissemination, and supporting plan development and implementation are earried out at the EPA headquarters in Washington, D.C. The support activities required for the operations and readiness maintenance of the Agency's EOF and ERS are carried out at these locations respectively.

II. INTRODUCTION OF SCOPE OF WORK

1. PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

EO 12656, HSPD 20, NSPD 51, FCD 1 & 2, and other NSEP related directives mandate that each Executive Eraneh Federal department and agency must develop and implement plans and programs to ensure the continuity of their critical missions and essential functions under all hazards cooditions and situations associated with national security emergencies. Mational level policy and guidance are developed and issued by the White House, Executive Office of the President (EOP), Department of Homeland Security and the Federal Emergency

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2. INTER-AGENCY NSEP PLANS ANALYSIS

responsibility to "...Coordinate and support the initiation, development and implementation of national security emergency preparedness programs and plans among Federal departments and agencies;...(and)... Coordinate the development and implementation of plans for the operation and continuity of essential domestic emergency functions of the Federal Government during national security emergencies.... ô In carrying out these missions, the FEMA has published numerous operations plans, preparedness circulars, and general guidance to be used by the other Federal departments and agencies (D/A) in developing their own NSEP and Continuity of Operations plans (COOP). Additionally many other department and agencies have developed and implemented their own NSEP and COOP; many of which may directly and/or indirectly impact on the EPA. All documents that are made available to the EPA must be thoroughly analyzed to identify the actual and potential impacts on the Agency's infrastructure, resources, and mission capabilities.

3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

Under the provisions of the National Response Framework (NRF), the National Uil and Hazardous Substances Pollution Contingency Plan (NCP), and the Federal Radiological Emergency Response Plan (FRERP), the EPA has been assigned certain authorities and responsibilities as the Lead Federal Agency in responding to the catastrophic and environmental disasters covered by these three plans. The EPA EC serves as the Emergency Support Function #18 (ESF #10) National Chair and support representative to the Associate Administrator (AA) in the AARs role of liaison to the Domestic Readiness Group (DRG) representative under the NRP and the Co-Chairperson of the National Response Team under the NCP. To ensure EPA's NSEP program does not conflict with and/or contradict EPA's authorities and responsibilities under the NRF, NCP, FRERP, an NSEP analysis of these documents must be made. Additionally, there are numerous other EPA and non-NSEP emergency plans, policies, directives, and guidance, as well as other federal D/A non-NSEP emergency plans in which EPA has defined authurities and/or responsibilities. These must also be analyzed to identify actual and potential impacts on EPA's NSEP program. Any identified impacts, conflicts, contradictions, etc. must then be reconciled through revisions to the appropriate policies, directives, plans, etc.

4. NSEP PROGRAM SUPPORT

Tasks will include support of EPA's Emergency Preparedness Advisory Committee (EPAC). The required technical support shall include review of messages, cables, and other official classified and unclassified correspondence to identify emergency/crisis information contained therein; and prepare technical responses to questions and issues identified by the EPA PO by researching these questions and issues, performing any limited analysis required, administrative/logistical committee access/coordination and responding with

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5. NSEP EMERGENCY OPERATIONS

During a national security emergency. the EPA EC/CC is responsible for managing the Agency's NSEP teams' notification, activation, and deployment; ensuring that the teams have the equipment/systems (working with IT team) and staff support necessary to rarry out their assigned missions; and roordinating the operations of these teams at their deployed location(s).

6. EPA MSKP AND COOP STRATEGY AND GUIDANCE DEVELOPMENT

The BPA EC/CC is responsible for the oversight and coordination of the Agency's NSEP and COOP implementation program. This includes the development and dissemination of policy and planning guidance, within the EPA concerning the WSEP and COOP programs and coordinating their implementation throughout the Agency.

7. CONTINUITY OF PPERATIONS PLANNING

Eased on national level guidance and EFA implementing policy and guidance, the EPA must have a viable COOP program ensuring its ability to carry out its critical essential functions under all hazards emergency conditions; i.e. environmental emergencies, natural disasters, terrorist attacks, nuclear/biological/rhemical emergencies, etc.. The EFA COOP must address the continuity of operations throughout the Agency (i.e. headquarters, regions, laboratories, etc.), rontinuity of roordination with the White House and other Federal D/A, and continuity of coordination with state and local emergency and environmental offices and organizations as appropriate.

O. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

EPA policies, plans, procedures, and systems supporting NSEP and COOP activities must be exercised frequently to ensure the existence of an adequate capability to respond to emergenries. Additionally, EPA must be a player in national level exercises, especially those sponsored by FEMA and the White House, as well as selected exercises and training sponsored by other D/A. This involves the identification of exercises, scenario development and Master Scenario Events List (MSEL) preparation, development and preparation of MSEL implementation instructions (MSKL Implementers), Control Staff Instructions (CoSINs), Pre- and Post-Exercise Briefings, Exercise Plans (EXPLANS), and Evaluation Plans (EVALPLANs), Exercise After-Action Reports, and Critique Reports. EPA personnel will participate in exercises as Players and as members of the Exercise Control Staff or Director's Etaff to rollect and evaluate data and to hrlp ensure exercise rontinuity. Post exercise activities include "hot washes", after artion reports; post exercise player and rontroller meetings, and other similar actions which help with the identification and tracking of "lessons learned".

9. EMERGENCY OPERATIONS FACILITY (EDF) AND MAINTEWANCE

The EPA has facilities designated for emergency operations at locations for which the EPA EC/CC has overall management and operational responsibility. The site designated as the ECF for EPA headquarters is currently a government awned, contractor maintained facility. The facility is maintained in an

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10. EPA HQ EOC PPERATIONS AND SUPPORT

The EPA has facilities designated for emergeacy operations at locations for which the EPA Emergency Coordinator has overall management and operational responsibility. The site designated as the ROC is currently government owned and located in the Federal Triangle Complex in the Ariel Rios building. It is operated by the EPA EOC Team Leader and National Security Infarmation Manager, with contractor-provided technical suppart for operations and maintenance of facility. The facility is maintained in an "operational gradiness status" and is capable wf attaining "full operational status" in a short period af time and sustaining a headquarters Emergency Operations Team for extended periods of time under national security emergency conditions. Contractor team currently maintains communications equipment installed as part af National Communication System 3-10. The IT components are managed by other entities with contractar serving as a liaison for login access procedures assistance far EPA employees. The contractor also maintains a list of essential personnel and EOC personnel access and coordinates with other EPA offices as appropriate.

III. TASKS

PLEASE WOTE: The Contractar shall submit all analyses, plans, recommendations reports and training materials required under this contract in draft far eritical review by the Contracting Officer ar the Cwntracting Officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from Contractor-provided technical support under this contract and the final technical support under this contract and the final decision on all contractar-provided recommendations. The Contractar shall not publish or otherwise distribute or discuss any work product generated under this contract without obtaining EPA's express written approval. When submitting materials or reports that contain recommendations, the Contractar shall explain rank policy or actian alternatives; describe procedures used to arrive at recommendations; summarize the substance af deliberations; report any dissention views; list sources relied upon; detail the methods and considerations upon which the recommendations are based. The Contractor shall not provide any legal service to EPA under the Contract.

PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

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The EPA has facilities designated for emergency operations at locations for which the EPA Emergency Coordinator has overall management and operational responsibility. The site designated as the EOC is eurrently government owned and located in the Pederal Triangle Complex in the Ariel Rios building. It is operated by the EPA EOC Team Leader and National Security Information manager, with contractor-provided technical support for operations and maintenance af facility. The facility is maintained in an "operational readiness status" and is capable af attaining "full operational status" in a short period of time and sustaining a headquarters Emergency Operations Team for extended periods of time under national security emergency conditions. Contractor team currently maintains communications equipment installed as part of National Communication System 3-10. The IT components are managed by other entities with contractor serving as a liaison for login access proredures assistance for EPA employees. The contractor also maintains a list of essential personnel and EOC personnel access and coordinates with other EPA offices as appropriate.

III. TASKS

PLEASE NOTE: The Contractor shall submit all analyses, plans, recommendations reports and training materials required under this contract in draft for critical review by the Contracting Afficer or the Contracting Officer's representative (COR). The Government will make all final regulatory, policy and interpretive decisions resulting from Contractor-provided technical support under this contract and the final technical support under this contract and the final decisian on all contractor-provided recommendations. The Contractor shall not publish or otherwise distribute or discuss any work product generated under this contract without obtaining EPA's express writtea approval. When submitting materials ar reports that contain recommendations, the Contractor shall explain rank policy or setion alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; detail the methods and considerations upon which the recommedations are based. The Cootractor shall not provide any legal service to EPA under the Coatract.

PRESIDENTIAL DIRECTIVE AND NATIONAL LEVEL POLICY ANALYSIS

The contractor shall analyze pertinent Presidential directives and other

national level NSEP policies, directives, and guidance for the purpose of identifying actual and potential impacts on the EPA. The documents to be reviewed and analyzed will be pravided to the contractor when they are issued th the EPA. Historically an average of three to four national level NSKP documents have been issued each year which would require review and analysis. However, if an event that threatens national security should occur, the number increase may necur (approximately eight to ten) and would be expected ta stay higher for the agar future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 1.1: Rased un criteria and technical guidance provided by the EPA PO, review and analyze EOs, National Security Presidential Directives (NSPD). Howeland Security Presidential Directives (HSPD), Presidential Emergency Action Documents (PEAD), Presidential Decision Directives (POD), White House memorandum/directives, and other NSEP related carrespondence (both classified and unclassified) and develop a synopsis of all items relating to and/pr impacting (directly and indirectly) the EPA.

Sub-Task 1.2: Based upon the review and analysis stated above and for specific items identified by the EPA PO, develup detailed reports pertaining to the specific impacts on the EPA and including a minimum of two optimum addressing implementation by the Agency and/Pr mitigatiPn Pf the impact Pn the Agency. All reparts shall be reviewed and approved by the EPA PO prime to implementation and use.

INTER-AGENCY NSEP PLANS ANALYSIS

The contractur shall analyze FEMA developed NSEP later-Agency pulicies. directives, and guidance as well as Ather Federal D/A NSEP and COOP far the purpose of identifying actual and potential impacts on and/or planning benefits to the EPA. The ducuments to be reviewed and analyzed will be provided to the contractor as they are issued to the EPA. Historically an average af three ta four NSEP documents have been issued each year by FEMA which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight the ten) and would be expected the stay higher for the near future. Specific Sub-tasks the contractur shall perfurm are:

Sub-Task 2.1: Eased on criteria and technical guidance provided by the RPA PO, review and analyze FEMA developed plans, policies, and guidaace (both classified and unclassified) relating to NSEP and COOP and develop a synopsis nf all items relating ta aad/or impacting (directly and indirectly) the EPA.

Sub-Task 2.2: Eased upon the review and analysis stated above and far specific items identified by the EPA PO, provide detailed reports pertaining the the specifie

impacts and/Pr planning benefits tP the EPA and recommend at least two options addressing implementation by the Agency and/or mitigatipn of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prime to implementation and use.

3. NON-NSEP EMERGENCY PLANNING IMPACT ANALYSIS

The contractor shall analyze EPA nun-NSEP cmergency plans, policies, directives, and guidance as well as other Federal D/A nun-NSEP emergency plans in which EPA has defined authorities and/pr responsibilities for the purphae nf ideatifying actual and potential impacts (as defined by the criteria and

natimnal level NSEP policies, directives, and quidance for the purpose of identifying actual and potential impacts on the RPA. The documents the bereviewed and analyzed will be provided to the contractor when they are issued to the EPA. Historically an average of three to four national level WSEP ducuments have been issued each year which would require review and analysis. However, if an event that threatens national security should occur, the number increase may occur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the coatractar shall perform

Sub-Task 1.1: Based An criteria and technical guidance provided by the EPA PO, review and analyze Eus, National Security Presidential Directives (NSPD), Homeland Security Presidential Directives (HSPD), Presidential Emergency Action Ducuments (PEAD), Presidential Occision Directives (POD), White House memorandum/directives, and other NSEP related correspondence (both classified and unclassified) and develop a synopsis of all items relating to and/pr impacting (directly and indirectly) the EPA.

Sub-Task 1.2: Based upon the review and analysis stated above and far specific items identified by the EPA PO, develop detailed reports pertaining to the specific impacts on the EPA and including a minimum Af two options addressing implementation by the Agency and/or mitigatian of the impact on the Agency. All reports shall be reviewed and approved by the KPA PO prime to implementation and use.

INTER-AGENCY NSEP PLANS ANALYSIS

The contractar shall analyze FEMA developed NSEP Inter-Agency policies, directives, and quidaace as well as other Federal D/A NSOP and COOP for the purpose of identifying actual and potential impacts on and/or planning henefits to the EPA. The documents to be reviewed and analyzed will be provided to the contractor as they are issued to the EPA. Historically an average Df three tD fDur NSEP documents have been issued each year by FEMA which would require review and analysis. However, if an event that threatens national security should Accur, the number lacrease may occur (appraximately eight to ten) and would be expected to stay higher far the near future. Specific Suh-tasks the contractur shall perform are:

Sub-Task 2.1: Based oa criteria and technical guidance provided by the EPA PO, review and analyze FEMA developed plans, policies, and quidance (buth classified and unclassified) relating to NSRP and COOP and develop a synopsis of all items relating to and/er impacting (directly and indirectly) the EPA.

Sub-Task 2.2: Eased upon the review and analysis stated above and for specific items identified by the EPA PO, provide detailed reports pertaining to the specific

impacts and/pr planning benefits to the EPA and recommend at least two options addressing implementation by the Agency and/or mitigation of the impact on the Ageacy. All reports shall be reviewed and approved by the EPA PO print the implementation and use.

3. NON-NSOP EMERGENCY PLANNING IMPACT ANALYSIS

The contractor shall analyze EPA ann-NSEP emergency plans, policies, directives, and quidance as well as Ather Federal D/A non-NSEP emergency plans in which EPA has defined authorities and/or responsibilities fr the purpose Pf identifying actual and potential impacts (as defined by the criteria and

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Sub-7ask 1.2: Eased upon the review and analysis stated above and for specific items identified by the EPA PO, develop detailed reports pertaining the the specific impacts on the RPA and including a minimum Rf two options addressing implementation by the Ageacy and/ar witigation of the impact on the Agency. All reports shall be reviewed and approved by the EPA PO prior the implementation and use.

2. INTER-AGENCY MSOP PLANS ANALYSIS

The cuntractor shall analyze FEMA developed NSEP Inter-Ageacy policies, directives, and quidance as well as ather Federal D/A NSOP and COOP fur the purpose of identifying actual and potential impacts on and/or planning benefits to the EPA. The dacuments to be reviewed and analyzed will be provided to the contractor as they are issued to the EPA. Histarically an average of three to four NSEP documents have been issued each year by FEMA which would require review and analysis. However, if an event that threatens natiunal security should occur, the number lacrease may uccur (approximately eight to ten) and would be expected to stay higher for the near future. Specific Sub-tasks the contractor shall perform are:

Sub-Task 2.1: Based on criteria and technical guidance provided by the EPA PO, review and analyze FEMA developed plans, pulicies, and guidance (both classified and unclassified) relating to NSEP and COOP and develop a synopsis of all items relating the and/hr impacting (directly and indirectly) the EPA.

Sub-Task 2.2: Eased upon the review and analysis stated above and for specific items identified by the EPA PO, provide detailed repurts pertaining to the specific

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technical guidaace provided by the EPA PO) an EPA's NSEP program. The documents ta be reviewed and analyzed will be provided to the contractor as they are received by EPA. Histarically an average af two ar three non-NSEP emergency plans have been issued / revised each year which would require review and analysis. Specific Sub-tasks the contractar shall perfarm are:

Sub-Task 3.1: Based an criteria and technical guidance provided by the EPA PO, review and analyze the FRP, the NCP, and the FRERP and develop a synopsis of all items relating to and/ar impacting (directly and indirectly) EPA's NSEP program.

Sub- Task 3.2: Eased upan the review and analysis stated above and far specific items identified by the EPA PO, prepare detailed reports pertaining the specific impacts on EPA's NSEP program and including at least two possible optimas addressing each impact identified. All reports shall be reviewed and approved by the EPA PO prior the implementation and use.

4. NSEP PROGRAM SUPPORT

Tasks will include technical support of EPA's Emergency Preparedness Advisory Committee (EPAC).

Sub-Task 4.1: Undertake short-term special studies, conduct reviews and analysis af various directives, plans, memwranda, messages, cables, and ather similar carrespondence, related to EPA's NSEP, COOP, and aati-Terrarist programs;

Sub-Task 4.2: Attend meetings far the purpage of providing technical support in the identification of key issues arising from each meeting, analyzing key issues, identification of alternatives of potential solutions, compilation of material (hriefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

5. NSEP EMERGENCY OPERATIONS

The contractor shall provide specialised technical suppart to deploy EPA NSEP teams during national security emergencies; attendance at meetings for the puepose of identifying key issues arising from each meeting, analyzis of key issues including identification of proposed alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

Sub-Task 5.1: The contractar will be required to deploy to a to be determined location within twelve (12) hours wf receipt wf the activation natification to provide technical support.

6. EPA NSRP AND COOP STRATEGY AND GUIDANCE TECHNICAL SUPPORT

The contractor shall provide technical support to EPA in the development of internal EPA policies, directives, guidance and strategic direction pertaining to MSEP and COOP pragram plaoning and implementation within the EPA. All contractor recommended policies, directives, and guidance developed under this task shall be reviewed and approved by the EPA PO prior to implementation and use.

technical guidance provided by the EPA PO) on EPA's NSEP program. The documents to be reviewed and analyzed will be provided to the contractor as they are received by EPA. Historically an average wf two wr three non-NSEP emergency plans have been issued / revised each year which would require review and analysis. Specific Sub-tasks the contractor shall perform are:

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Tasks will include technical support of EPA's Emergency Preparedness Advisory Committee (EPAC).

Sub-Task 4.1: Undertake shart-term special studies, conduct reviews and analysis of various directives, plans, memoranda, messages, cables, and ather similar correspondence, related to EPA's NSEP, COOP, and anti-Terrorist pragrams;

Sub-Task 4.2: Attend meetings for the purpose of providing technical support in the identification of key issues arising from each meeting, analyzing key issues, identification of alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination of information on significant actions, agreements, and findings of each meeting.

5. WSEP EMERGENCY OPERATIONS

The contractar shall provide specialized technical support to deploy EPA NSEP teams during national security emergencies; attendance at meetings for the purpose wf identifying key issues arising from each meeting, analysis af key issues including identification af proposed alternatives or potential solutions, compilation of material (briefings, position papers, etc.) to be presented at each meeting, and dissemination af information on significant actions, agreements, and findings of each meeting.

Sub-Task 5.1; The contractur will be required tw deploy to a to be determined location within twelve (12) hours of receipt af the activatian notification to provide technical support.

6. EPA NSEP AND COOP STRATEGY AND GUIDANCE TECHNICAL SUPPORT

The cantractor shall provide technical support to EPA in the development of internal EPA policies, directives, guidance and strategic direction pertaining to NSEP and COOP program planning and implementation within the EPA. All contractor recommanded policies, directives, and guidance developed under this task shall be reviewed and approved by the EPA PO priwr to implementation and use.

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Tasks will include technical support wf EPA's Emergency Preparedness Advisary Committee (EPAC).

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Sub-Task 6.1: Provide draft recommendations to EPA policies and directives implementing the NSEP program within the EPA for critical review, decision-making and approval by the EPA Po.

CONTINUITY OF OPERATIONS (COOP) PLANNING

The contractor shall provide technical support to EPA in the updating and implementation of the EPA COOP plan for headquarters and development of a method of ensuring a uniform capability exists amongst headquarters, regions, and field elements components. Specific sub-tasks the contractor shall perform are:

Sub-Task 7.1: Update the Multi-Year Strategy Planning document. All documents shall be reviewed and approved by the EPA PO prior to implementation and use.

Sub-Task 7.2: Provide a concept paper for ensuring a uniform capability exists amongst the headquarters, regions, and field elements components. All documents shall be reviewed and approved by the EP A PO prior to implementation and use.

Sub-Task 7.3: Eased as criteria and technical guidance provided by the EPA PO, the contractor will periodically update the Continuity of Governance plan as an annex to the EPA Agency COOP plan.

Sub-Task 7.4: Eased on criteria and technical guidance provided by the EPA PO, the contractor shall provide liaison and econdination support in the improvements to the operational support area in the Greater Washington Metropolitan Area. .

Eub-Task 7.5: Based on criteria and technical guidance provided by the EPA PO, the contractor shall attend meetings in Washington R.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly basis.

Eub-Task 7.6: Eased Pn criteria and technical guidance provided by the EPA PO, the contractor shall assist in the monthly or quarterly maintenance of the headquarters COOP essential personnel list including the automated notification functions (to include all hazards tiers/listings.) Coatractor will abide by Privacy Act regulations and rules.

Sub-Task 7.7: Based on criteria and technical guidance provided by the EPA PO, the contractPr shall attend meetings in Washington D.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly on a yearly hasis.

Sub-Task 7.0: Based on criteria and technical guidance pravided by the EPA PO. the contractor shall also provide technical expertise in the development of AAship COOP plans, specific to OSWER, (to include all-hazards development). Plans are review annually or bi-annually depending on recent events.

E. NSEP AND COOP TRAINING AND EXERCISE PROGRAM OFVELOPMENT AND ANALYSIS

The contractor shall provide support to NSEP and COOP training to be incorporated into the Office of Solid Waste and Emergency Response (OSWER)/OEM training program for the Agency. The contractor shall provide support for the exercise documentation as delineated in the sub-tasks listed below and deploy

Sub-Task 6.1: Provide draft recommendations to EPA policies and directives implementing the NSEP program within the EPA for critical review, decision-making and approval by the EPA PO.

7. CONTINUITY OF OPERATIONS (COOP) PLANNING

The contractar shall provide technical support to EPA in the updatiog and implementation of the EPA COOP plan for headquarters and development of a method of ensuring a uniform capability exists amongst headquarters, regions, and field elements components. Specific sub-tasks the contractor shall perform are:

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Sub-Task 7.3: Based on criteria and technical guidance provided by the RPA PO, the contractor will periodically update the Contiauity of Governance plan as an annex to the EPA Agency COOP plan.

Sub-Task 7.4: Based on exitexia and technical guidance provided by the RPA PO, the contractor shall provide limits and coordination support in the improvements to the operational support area in the Greater Washington Metropolitan Area. .

Sub-Task 7.5: Based on criteria and technical guidance provided by the BPA PO, the contractor shall attend meetings is Washington a.C. such as the COOP working group and provide summary analysis meeting. Currently COOP working group meetings are held quarterly Pn a yearly basis.

Sub-Task 7.6: Based on criteria and technical guidance provided by the EPA PO, the contractor shall assist in the monthly ar quarterly maintenance of the headquarters COOP essential personnel list including the automated notification functions (to include all haaards tiers/listings.) Contractor will abide by Privacy Act regulations and rules.

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Sub-Task 7.8: Based on criteria and technical guidance provided by the EPA PD, the contractor shall also provide technical expertise in the development of AAship COOP plans, specific to DSWER, (to include all-hazards development). Plans are review annually or bi-annually depending on recent events.

8. NSEP AND CODE TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

The contractor shall provide support to NSEP and COOP training to be incorporated into the Dffice of Solid Waste and Emergeacy Response (OSWER)/DEM training program for the Agency. The contractor shall provide support for the exercise documentation as delineated in the sub-tasks listed below and deploy

Sub-Task 6.1: Provide draft recommendations to EPA policies and directives implementing the NSEP program within the EPA for critical review, decision-making and approval by the EPA PO.

7. CONTINUITY OF OPERATIONS (COOP) PLANNING

The contractor shall provide technical support to EPA in the updating and implementation of the EPA COOP plan for headquarters and development of a method af ensuring a uniform capability exists amongst headquarters, regions, and field elements components. Specific sub-tasks the contractor shall perform are:

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8. NSEP AND COOP TRAINING AND EXERCISE PROGRAM DEVELOPMENT AND ANALYSIS

The contractor shall provide support to NSEP and CODP training to be incorporated into the Dffice of Solid Waste and Emergency Response (OSWER)/DEM training program for the Agency. The contractor shall provide support for the exercise documentation as delineated in the sub-tasks listed below and deploy

exercise controllers and data collector support personnel to field sites as dictated by the exercise scenario. Specific sub-tasks the contractor shall perform are:

Sub-Task 8.1: Eased on criteria and technical guidance provided by the EPA PO for each external NSEP exercise in which EPA is a player, provide minimum of two (2) and a maximum of six (6) MSEL Items and the associated Implementers appropriate to the overall scenario and in accordance with EPA's goals and objectives for the exercise. For each internal EPA NSEP exercise develop a minimum of two (2) and a maximum of ten (10) MSEL Items and the associated Implementers for each headquarters program office and EPA region participating (as a player) in the exercise. MSEL Items and associated Implementers shall reflect actual potential events/incidents appropriate to the level of exercise play and overall scenario and be in accordance with the overall exercise goals and objectives. External exercises are anticipated once annually. Also contractor must be able to operate new DHS NXMSEL system to input and execute MSELs during exercise play.

Sub-Task 8.2: Based on criteria and technical guidance provided by the EPA PO for each NSEP or COOP exercise in which EPA organizational elements or personnel participate, prepare a draft report the include, as a minimum, a synopsis of EPA level of play; overall exercise goals and objectives and, if different, EPA's exercise goals and objectives; identification of issues raised and planning/preparedness shortfalls observed by EPA participants; a proposed list of immediate, near-term, mid-term, and long-term actions addressing the issues/shortfalls; and a list of all EPA participants with work phone, FAX, and mailing address.

Sub-Task 8.3: The contractor shall provide controllers, observers, and data collectors at headquarters and field locations as dictated by the exercise scenario, to maintain exercise flow and participant involvement, and document appropriate lessons learned.

Sub-Task 8.4: The contractor shall maintain and implement the COOP Training Plan.

NSKP Core COOP Program Evaluation

The contractor shall provide support to NSEF/COOP program by updating yearly Core COOP requirements document and providing analysis of COOP Programs by HQMs Plan (including AAships plans) and Regional plus two major labs plans (Cincinnati and RTP.)

Sub-Task 9.1: Based on criteria and technical guidance provided by the EPA PO, the contractor shall maintain and update the Core COOP evaluation clements as COOP program elements change. Also, the contractor shall review each EPA program (Regions and 2 major labs) to validate viable plans and consistency of plans.

Sub-Task 9.2: Based on criteria and technical guidance provided by EPA PO, the contractor shall review sll COOP plans, provide quick analysis and send one representative to each EPA Regions, 2 major labs (Cincinatti and RTP) plus HQEs components to conduct an overview of COOP program against the Core COOP evaluation elements/criteria on a yearly or bi-yearly basis.

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Sub-Task 9.3: Eased on criteria and technical guidance provided by EPA PO,

exercise controllers and data collector support personnel to field sites as dictated by the exercise scenario. Specific sub-tasks the contractor shall perform are:

Sub-Task 8.1: Eased nn criteria and technical guidance provided by the EPA PO for each external NSEP exercise in which EPA is a player, provide minimum of two (2) and a maximum of six (6) MSEL Items and the associated Implementers appropriate to the overall scenarion and in accordance with EPA's goals and objectives for the exercise, For each internal EPA NSEP exercise develop a minimum of two (2) and a maximum of tcn (10) MSEL Items and the associated Implementers for each headquarters program office and EPA region participating (as a player) in the exercise. MSEL Items and associated Implementers shall reflect actual potential events/incidents appropriate to the level of exercise play and overall scenarion and be in accordance with the overall exercise goals and objectives. External exercises are anticipated once annually. Also contractor must be able to operate new DHS NxMSEL system to input and execute MSELs during exercise play.

Sub-Task 8.2: 8ased on criteria and technical guidance provided by the EPA PO for each NSEP or COOP exercise in which EPA organizational elements or personnel participate, prepare a draft report to include, as a minimum, a synopsis of EPA level of play; overall exercise goals and objectives and, if different, EPA's exercise goals and objectives; identification of issues raised and planning/preparedness shortfalls observed by EPA participants; a proposed list of immediate, near-term, mid-term, and long-term actions addressing the issues/shortfalls; and a list of all EPA participants with work phone, FAX, and mailing address.

Sub-Task 8.3: The contractor shall provide controllers, observers, and data collectors at headquarters and field locations as dictated by the exercise scenario, to maintain exercise flow and participant involvement, and document appropriate lessons learned.

Sub-Task 8.4: The contractor shall maintain and implement the COOP Training Plan.

9. NSEP Core COOP Program Evaluation

The contractor shall provide support to NSEP/COOP program by updating yearly Core COOP requirements document and providing analysis of COOP Programs by HQEs Plan (including AAships plans) and Regional plus two major labs plans (Cincinnati and RTP.)

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Sub-Task 9.2: Based on criteria and technical guidance provided by EPA PO, the contractar shall review all COOP plans, provide quick analysis and send one representative to each EPA Regions, 2 major labs (Cincinatti and RTP) plus HQMs components to conduct an overview of COOP program against the Core COOP evaluation elements/criteria on a yearly or bi-yearly hasis.

Sub-Task 9.3: Based on criteria and technical guidance provided by EPA PO,

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exercise controllers and data collector support personnel to field sites as dictated by the exercise scenario. Specific sub-tasks the contractor shall perform are:

Sub-Task 8.1: Based on criteria and technical guidance provided by the EPA PO for each external MSKP exercise in which EPA is a player, provide minimum of two (2) and a maximum of six (6) MSEL Items and the associated Implementers appropriate to the overall scenario and in accordance with EPA's goals and objectives for the exercise. For each internal EPA NSEP exercise develop a minimum of two (2) and a maximum of ten (18) MSEL Items and the associated Implementers for each headquarters program office and EPA reginn participating (as a player) in the exercise. MSEL Items and associated Implementers shall reflect actual potential events/incidents appropriate to the level of exercise play and overall scenario and be in accordance with the overall exercise goals and objectives. External exercises are anticipated once annually. Also contractor must be able to operate new DHS NxMSEL system to input and execute MSELs during exercise play.

Sub-Task 8.2: Eased on criteria and technical guidance provided by the EPA PO for each NSEP or COOP exercise in which EPA organizational elements or personnel participate, prepare a draft report to include, as a minimum, a synopsis of EPA level of play; overall exercise goals and objectives and, if different, EPA's exercise goals and objectives; identification of issues raised and planning/preparedness shortfalls observed by EPA participants; a proposed list of immediate, near-term, mid-term, and long-term actions addressing the issues/shortfalls; and a list of all BPA participants with work physic, FAX, and mailing address.

Sub-Task 8.3: The contractor shall provide controllers, observers, and data collectors at headquarters and field locations as dictated by the exercise scenario, to maiatain exercise flow and participant involvement, and document appropriate lessons learned.

Sub-Task 8.4: The contractor shall maintain and implement the COOP Training Plan.

9. NSEP Core COOP Program Evaluation

The contractor shall provide support to NSEP/COOP program by updating yearly Core COOP requirements document and providing analysis of COOP Programs by HQEs Plan (including AAships plans) and Regional plus two major labs plans (Cincinnati and RTP.)

Sub-Task 9.1: Based on criteria and technical guidance provided by the EPA PO, the contractor shall maintain and update the Core COOP evaluation elements as COOP program elements change. Also, the contractor shall review each EPA program (Regions and 2 major labs) to validate viable plans and consistency of plans.

Sub-Task 9.2: Based on criteria and technical guidance provided by EPA PO, the contractor shall review all COOP plans, provide quick analysis and send one representative to each SPA Regions, 2 major labs (Cincinatti and RTP) plus HQMs components to conduct an overview of COOP program against the Core COOP evaluation elements/criteria on a yearly or bi-yearly basis.

Sub-Task 9.3: Based on criteria and technical guidance provided by EPA PO,

the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and prwvide analysis of compatibility wnd differences. The contractor shall also attend FEMA meetiwgs and training on FEMA evaluation systems to maintain EPA pwrtion of FEMA database.

EOF OPERATIONS AND-MAINTENANCE

The contractor shall provide on-site personnel tw operate and provide for the daily management of the EPA owned ECF tw:

- a. ensure the facility and all associated systems wid equipment are maintained in a constant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); including adherence to all National Security Informatiwn protocwls for secure areas.
- ensure the facility is capable of attaiwing full operational capability and supporting a full headquarters crisis management team for extended operational periwds under emergency conditions;
- c. conduct operational testing and coordinate the maintenance of the RPA secure (STU-III and STE) telecommunications system tw ensure a constant state wf operational readiness and manage the associated NSA approved COMSEC account; and
- maintain facility SOP wddressing the above areas wf responsibility. d.
- maintain equipment (secure/non-secure) as part of the NCS 3-18 requirements
- maintain communication cars (GETS/WPS) as part of the NCS 3-10 requirements
- maintain list of AAship NSI personnel/room accreditations

Details of the criteria to be met for "constant state of operational readiness*, "full operational capability", the size and makeup wf a "full headquarters crisis management team", "extended operational periods under emergency conditions", and the specific

EOF location and current capabilities are available under separate classified cover (to be provided via a technical directive through the RPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from 0:00am to 4:38pm (EST) and during emergencies and exercises as specified in subtask 10.2.

Specific Sub-tasks the cowtractor shall perform are:

Sub-Task 10.1: Provide on-site personnel tw: Operate and provide for the daily management of the EPA owned EDF to ensure the facility and all associated systems and equipment are maiatained in a constant state of operational readiness and capable of attaining full operational capability and supporting a full headquarters crisis management team for extended wperational periods under emergency conditions;

Provide orientation training and briefings to headquarters crisis management team members; NSRP Program Office staff, and authorized official visitors pertaining to the EOF's capabilities, operational readiness status, and activation procedures (historical sverage one orientation armually);

Operwie nil equipment daily and perform weekly operational tests on all systems;

Ferform the manufacturer prescribed operator level preventive and corrective

the contractor shall evaluate the FEMA evaluation program with the EPA evaluation program and provide analysis of compatibility and differences. The contractor shall alsw attewd FEMA meetings and training on FEMA evaluation systems to maintain 8PA portion of FEMA database.

EOF OPERATIONS AND-MAINTENANCE

The contractor shall provide ow-site personnel to operate and provide for the daily management wf the RFA owned ECF to:

- a. ensure the facility and all asswciated systems and equipment are maintaiwed in a cwnstant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); including adherence tw all National Security Imformation protocols for secure areas.
- ensure the facility is capable of attaining full operational capability awd supporting a full headquarters crisis management team for extended operational periods under emergency conditions;
- c. conduct operational testing and coordinate the maintenance of the RPA secure (STU-III and STE) telecommunications system to ensure a constant state of operational resdiness and manage the associated NSA approved COMSEC account; and
- maintwin facility SOP addressing the above areas of responsibility. d. maintain equipment (secure/non-secure) as part of the NCS 3-10
- requirements f. maintain communication cars (GRTS/NPS) as part of the NCS 3-10 requirements
- g. maintain list of AAship NSI personnel/room accreditations

Details of the criteria to be met for "cwnstant state of operational" readiness*, "full operational capability", the size and makeup of a "full headquarters crisis management team", "extended operational periods under emergency conditions", and the specific

EOF location and current capabilities are available under separate classified cwver (to be provided via a technical directive through the EPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from E:88am to 4:30pm (EST) and during emergeacies and exercises as specified in subtask 18.2.

Specific Sub-tasks the contractwr shall perform are:

Sub-Task 10.1: Provide oa-site perswnnel to:

Operate and provide for the daily management of the DPA owned ROF to ensure the facility and all associated systems and equipment are maintaized in a constant state of operational readiness and capable wf attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;

Provide orientation training and briefings to headquarters crisis management team wembers; NSEP Frogram Office staff, and authorized official visitors pertaining to the EOP's capabilities, operational readiness status, and activation procedures (histwrical average one orientation annually);

Operate all equipment daily and perform weekly operational tests on all systems;

Perform the manufacturer prescribed wperator level preventive and corrective

10. EOF OPERATIONS AND-MAINTENANCE

systems to maintain 8PA portion of FEMA database.

The contractor shall provide on-site personnel to operate and provide for the daily management of the EPA owned ECF to:

evaluation program and provide analysis of compatibility and differences. The

contractor shall also attend FEMA meetings and training ow FEMA evaluation

the contractor shall evaluate the FEMA evaluation program with the RPA

- a. ensure the facility and all associated systems and equipment are maintsined in a constant state of operational readiness as described in the EOF standard Operating Procedures (SOP) (to be provided via technical directive through the EPA PO); ineluding adherence to all National Security Information protocols for secure areas.
- b. ensure the facility is capable of attaining full operational capability and supporting a full headquarters crisis management team for extended operational periods under emergency conditions;
- c. conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system to ensure a constant state of operational readiness and manage the associated NSA approved COMS8C account; and
- d. msintain facility SOP addressing the above areas of responsibility.
- e. maintain equipment (secure/non-secure) as part of the NCS 3-10 requirements
- f. maintain communication cars (GETS/WPS) as part of the NCS 3-10 requirements
- g. maintain list of AAship NSI personnel/room accreditatiows

Details of the criteria to be met for "constant state of operational readiness", "full operational capability", the size and makeup of a "full headquarters crisis management team", "extended operational periods under emergency conditions, and the specific

EOF locwtion and current capabilities are available under separate classified cover (to be provided via a technical directive through the EPA PO). The EOF shall be manned by at least one contractor personnel at all times on all Federal work days from E:80am to 4:30pm (EST) and during emergencies and exercises as specified in subtask 18.2.

Specific Sub-tasks the contractor shall perform are:

Sub-Task 10.1: Provide on-site personnel to:

Operate and provide for the daily management of the RPA owned ROF to ensure the facility and all associated systems and equipment are waintained in a constant state of operational readiness and capable wf attaining full operational capability and supporting a full headquarters crisis management team fur extended operational periods under emergeacy conditions;

Provide orientation training and briefings to headquarters crisis management team members; NSEF Program Office staff, and authorized official visiturs pertaining tw the EOF's capabilities, operational readiness status, and activation procedures (historical average one orientation annuslly);

Operate all equipment daily and perform weekly operational tests on all systems;

Ferform the manufacturer prescribed operator level preventive and corrective

maintenance on all designated equipment and systems;

Sub-Task 10.2: Provide personnel to man and operate the EOF and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated in Sub-Task 18.1 above for the following situations:

a. Extended Daily Operations. Operations are extended heyond the normal (0:00am - 4:30pm) duty day and week (Federal work days) but less than a full 24 hours and is expected to last less than 30 days. This situation may require that a second work shift be established and that personnel work weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

b. Emergency Operations. Operations are extended beyond the oormal (8:00am - 4:30pm) duty day up to a full 24 hours with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.

Sub-Task 10.3; Full time contractor personnel assigned to this task may be required to participate in emergency operations, exercises, and/or training conducted at the EPA headquarters EOC in Washington, E.C. and/or other emergency operating sites. Specific dates, times, and Incation(s) of such operations, exercises, and training will be provided by the EPA PO.

Sub-Task 10.4: Maintain EPA approved SOPs for operations under all conditions addressing, Administration, Logisties, Security, Personnel, Operations, Emergency Notification, and Activation. All changes to SOPs shall be reviewed and approved for implementation and use by the EPA PO.

Sub-Task 10.5: Administer an NSA approved COMSEC account for the receipt. control, and subsequent destruction/turn-in of classified material, COMSEC equipment, and associated keying material with national security elassifications of up to and including TS/SCI.

Sub-Task 10.6: Maintain the EPA secure (STU-III and STE) telecommunications system in a constant state of operational readiness and coordinate the distribution, maiatenance, and turn-in of STU-III and STE equipment.

11. EPA HO EOC OPERATIONS AND SUPPURT

The EOC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 5:38pm (EST) and during emergencies and exercises as specified in subtask 11.4. The contractor shall provide on-site personnel to support operations and daily management of the EPA owned EOC to: ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

maintenance on all designated equipment and systems;

Sub-Task 10.2: Provide personnel to man and operate the EOF and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and he prepared to perform the duties stipulated in Sub-Task 10.1 above for the following situations:

a. Extended Gaily Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day and week (Federal work days) but less than a full 24 hours and is expected to last less than 30 days. This situation may require that a second work shift he established and that personnel work weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.

h. Emergency Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day up to a full 24 hours with the potential to extend heyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.

Sub-Task 10.3: Full time contractor personnel assigned to this task may be required to participate in emergency operations, exercises, and/or training conducted at the EPA headquarters EOC in Washington, D.C. and/or other emergency operating sites. Specific dates, times, and location(s) of such operations, exercises, and training will be provided by the EPA PO.

Sub-Task 10.4: Maintain EPA approved SOPs for operations under all conditions addressing, Administration, Logistics, Security, Personnel, Operations, Emergency Notification, and Activation. All chaoges to SOPs shall be reviewed and approved for implementation and use by the EPA PO.

Sub-Task 10.5: Administer an NSA approved COMSEC account for the receipt, control, and subsequent destruction/turn-in of classified material, COMSEC equipment, and associated keying material with national security classifications of up to and including TS/SCI.

Sub-Task 10.6: Maintain the EPA secure (STU-III and STE) telecommunications system in a constant state of operational readiness and coordinate the distribution, maintenance, and turn-in of STO-III and STE equipment.

EPA HO EOC ΠΡΕΚΑΤΙΟΝS AND SUPPORT

The EOC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 5:30pm (Egr) and during emergencies and exercises as specified in subtask 11.4. The contractor shall provide on-site personnel to support operations and daily management of the RPA owned EOC tn: a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

maintenance on all designated equipment and systems;

Suh-Task 10.2: Provide personnel to man and operate the EOF and support up to a full headquarters crisis management team for extended operational periods under emergency conditions and during exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and he prepared to perform the duties stipulated in Sub-Task 10.1 above for the following eltuations:

- a. Extended Daily Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day and week (Federal work days) but less than a full 24 hours and is expected to last less than 30 days. This situation may require that a second work shift be established and that personnel work weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.
- b. Emergency Operations. Operations are extended beyond the normal (8:00am - 4:30pm) duty day up to a full 24 hours with the potential to extend heyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.
- Sub-Task 10.3: Full time contractor personnel assigned to this task may be required to participate in emergency operations, exercises, and/or training conducted at the EPA headquarters EOC in Washington, E.C. and/or other emergency operating sites. Specific dates, times, and location(s) of such operations, exercises, and training will be provided by the EPA PO.
- Sub-Task 10.4: Maiotain EPA approved SOPs for operations under all conditions addressing, Administration, Logistics, Security, Personnel, Operations, Emergency Notificatioo, and Activation. All changes to SOPs shall be reviewed and approved for implementation and use by the EPA PO.
- Sub-Task 10.5: Administer an NSA approved COMSEC account for the receipt, control, and subsequent destruction/turn-in of classified material, COMSEC equipment, and associated keying material with national security classifications of up to and including TS/SCI.

Sub-Task 10.6: Maintain the EPA secure (STU-III and STE) telecommunications system in a constant state of operational readiness and coordinate the distribution, maintenance, and turn-in of STU-III and STE equipment.

11. EPA HO EOC SPERATIONS AND SUPPORT

The EUC shall be manned by at least one contractor personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtack 11.4. The contractor shall provide on-site personnel to support operations and daily management of the EPA owned EOC tn: a. ensure the facility and all associated communications systems and equipment are maintained in a constant state of operational readiness; conduct operational testing and coordinate the maintenance of the EPA secure (STU-III and STE) telecommunications system, secure computers, faxes, etc., if repair

or service maintenance, notify EOC Team Leader and PO.,

- ensure the facility is capable of attaining full operational capability and support of a full headquarters Emergency Operations Team for extended operational periods under national security emergency caaditioas; including adherence to all National Security Information protocols for secure areas.
- c. maintain facility SBP addressing the above areas of responsibility (to be provided via a TDD through the PB).
- maintain AAship NSI personnel and room accreditations list
- maintain NCS 3-10 GETS/WPS communications list

Sub-Task 11.1: Provide on-site personnel on all Federal Work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4 below to:

- a. Support the operations and daily management of the EPA EOC ta ensure the facility and all associated equipment are maintained in a constant state of operational readinesses and capable of supporting a full headquarters Rmergency Operations Team for extended periods of time under national security emergency conditians.
- Perform daily, weekly and woathly operational tests of all systems ia accordance with the EOC SDP, including operational tests with the EPA EOF and other emergency operation center sites.
- c. Perform the manufacturer prescribed operator level prevention and corrective maintchaace on all equipment and systems excluding desktop computer systems;
- d. Implement and maintain approved SEPs for operations under all conditions addressing Administration, Logistics, Security, Personnel, Operations, Emergency Motification and Activation.
- e. Maintain list of AAship National Security Informatioa (NSI) personnel and room accreditations
- Maiatain NCS 3-10 GETS/WPS list and process requests per NCS policy.
- As directed by technical directive, provide orientation training and briefings to headquarters Emergency Operations Team members, NSEP Program Office staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness atatus, and activation procedures.

Sub-Task I1.2. Security of Facility

- a. The contractor shall serve as the Alternate Facility Security Dfficer for the ECC and shall be responsible for the following:
- support is providing for the overall physical security of the EOG and the SAF and SCIF; per National Security Information protocols
- provide at least one persoa possessing a TS/SCI clearance; EOG access and visitor contral;
- daily security check;
- opening and closing of the SAF and SCIF:
- maintaining and revising the facility security plan;
- management of the STU-III and STE phones assigned to the EOC
- management of a classified document cuntrol system for the NSEP program Office and the EOC per ISOO, EPA NSI and EPA EOC SAF/SCIF SOPs.

or service malatenance, notify EOC Team Leader and PO.,

ensure the facility is capable of attaining full operational capability and support of a full headquarters Emergency Operations Team for extended operational periods under national security emergeacy conditions; including adherence to all National Security Information protocols for secure areas.

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- c. maintain facility SOP addressing the above areas of responsibility (to be provided via a TDD through the PO).
- d. maintain AAship NSI personnel and room accreditations list
- maintain NCS 3-10 GETS/WPS communications list

Sub-Task 11.1: Provide oa-site personnel on all Federal work days from 7:00am to 5:30pm (EST) and during emergencies and exercises as specified in subtask 11.4 helow to:

- a. Support the operations and daily management of the EPA EOC to ensure the facility and all assaciated equipment are maintained in a constant state of operational readinesses and capable of supporting a full headquarters Emergency Bperations Team for extended periods of time under national security emergency conditions.
- Perform daily, weekly and monthly operational tests af all systems in accurdance with the BBC SDP, including operational tests with the BPA BOF and other emergency operation center sites.
- c. Perform the mazufacturer prescribed operator level prevention and corrective maintenance on all equipment and systems excluding desktop computer systems;
- d. Implement and maintain appraved SOPs for operations under all conditions addressing Administration, Logiatics, Security, Personnel, Operations, Emergency Notification and Activatioa.
- Maintain NCS 3-18 GETS/WPS list and process requests per NCS policy.
- As directed by technical directive, provide orientation training and briefings to headquarters Emergency Operations Team members, NSEP Program Bffice staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness status, and activation procedures.

Sub-Task 11.2. Security of Facility

- a. The contractor shall serve as the Alternate Facility Security Officer for the EOC and shall be responsible for the fullowing:
- support in providing for the overall physical security of the EOG and the SAF and SCIF; per National Security Information protocols
- provide at least one person possessing a TS/SCI clearance; BOG access and visitor control;
- daily security check;
- maintaining and revising the facility security plan;
- management of a classified document control system for the NSEP program office and the EOC per ISBB, BPA NSI and EPA EOC SAF/SCIF SOPs.

- Maintaia list of AAship National Security Information (NSI) personnel and room accreditations

- opening and closing of the SAF and SCIF;
- management of the STO-III and STE phooes assigned to the EOC

or service maintenance, notify EOC Team Leader and PO.,

- ensure the facility is capable of attaining full operational capability and support of a full headquarters Emergency Operations Team for extended operatianal periods under national security emergeacy conditions; including adherence to all National Security Information protocols for secure areas. c. maiatain facility SOP addressing the above areas of responsibility (to
- he provided via a TDD through the PO).
- maintain AAship NSI personnel and room accreditations list
- maiatain NCS 3-10 GETS/WPS communications list

Sub-Task 11.1: Provide on-site personnel an all Federal work days from 7:B0am to 5:30pm (EST) and during emergencies and exercises as specified ia subtask 11.4 below to:

- a. Support the operations and daily management of the EPA EOC to ensure the facility and all associated equipment are maintained in a constant state of operational readinesses and capable Af supporting a full headquarters Emergency Operations Tmam for extended periods af time under national security emergency conditions.
- Perform daily, weekly and monthly operational tests of all systems in accordance with the EOC SEP, including operational tests with the EPA EEF and other emergency operation center sites.
- c. Perform the manufacturer preseribed operator level prevention and corrective maintenance on all equipment and systems excluding desktop computer eystems;
- Implement and maintain approved SOPs for operations under all coaditions addressing Administration, Logistics, Security, Personnel, Operations, Emergency Notification and Activation.
- Maintaia list of AAship National Security Information (NSI) personnel and room accreditations
- Maintain NCS 3-18 GETS/WPS list and process requests per NCS policy.
- As directed by technical directive, provide orientation training and briefings to headquarters Emergency Operations Team members, NSEP Program Bffice staff, and authorized official visitors pertaining to the EOCs capabilities, operational readiness status, and activation procedures.

Sub-Task 11.2. Security of Facility

- a. The contractor shall serve as the Alternate Facility Security Dfficer for the EOC and shall be responsible for the following:
- support ia providing for the overall physical security of the EOG and the SAF and SCIF; per National Security Information protocols
- provide at least one person possessing a TS/SCI clearance; EOG access and visitor control;
- daily security check;
- npeaing and closing of the SAF and SCIF;
- maintaining and revising the facility security plan;
- 6. management of the STU-III and STE phones assigned to the EOC
- 7. management of a classified document control system for the NSEP program office and the EOC per ISOO, EPA NSI and EPA EEC SAF/SCIF SOPs.

Sub-Task 11.3. Occument Review

Conduct daily review of all classified and unclassified communications (i.e. messages, cables, faxes, e-mail, ctc.) received by the EOC, and distribute in accordance with appropriate guidance and EOC SOPs.

Sub-Task 11.4. Emergency Operations

Provide wa-site personnel to support the EUC operations extended operational periods during national security emergencies and exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months including weekends and Federal holidays. The contractor shall provide for emergency notification and recall of assigned and augmentation personnel and be prepared to perfarm the duties stipulated in SubTasks 11.1, 11.2, and 11.3 above for the fullowing situations:

- a. Extended Daily Operations. Operations are extended beyond the normal (7:00am 5:30pm) duty day, but less than a full 24 hours, and is expected to last less than seven days. This situation may require that a second work shift be established. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to mare than 16 hours but less than 24 hours.
- b. Emergency Operations. Operations are extended beyond the normal (7:00 am 5:30pm) duty day, up to a full 24 hours, with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day ta more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.
- IV. CONTRACTOR PERSONNEL REQUIREMENTS (SECURITY)

The scope of the work includes the handling of classified documents, reference materials and deliverables. Due to this requirement, all contractor personnel, at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. All contractor personnel must be American citizens.

All tasks under this contract will be performed on-site at the EPA Headquarters in Washington, U.C., with the exception of the EOF operations and maintenance which will be performed on-site at the EDP which is within the Greater Washington Metropolitan Area. Contractor personnel shall wear identification hadges on other identifier which indicates the personnel are employed by a contractor and are not EPA employees. Further, voice mail boxes, e-mail, and other appropriate documents will ideatify contractor status.

The Government and the Contractor understand and agree that the scrvices to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognise and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

Sub-Task 11.3. Oceument Review

Conduct daily review of all elassified and unclassified communications (i.e. messages, cables, faxes, e-mail, etc.) received by the EOC, and distribute in accordance with appropriate guidance and EOC SOPs.

Sub-Task 11.4. Emergency Operations

Provide on-site personnel tw support the BOC operations extended operational periods during national security emergencies and exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or moaths including weekends and Federal holidays. The contractor shall provide for emergency notification and recall af assigned and augmentation personnel and be prepared to perform the duties stipulated in SubTasks 11.1, 11.2, and 11.3 above far the following situations:

- a. Extended Oaily Operations. Operations are extended beyond the narmal (7:00am 5:30pm) duty day, but less than a full 24 hours, and is expected to last less than seven days. This situation may require that a second work shift be established. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.
- b. Emergency Operations. Operations are extended beyond the normal (7:00 am 5:30pm) duty day, up the a full 24 hours, with the potential the extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.
- IV. CUNTRACTOR PERSONNEL REQUIREMENTS (SECURITY)

The scope of the work includes the handling of classified documents, reference materials and deliverables. Due to this requirement, all contractor personnel, at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. All contractor personnel must be American citizens.

All tasks under this contract will be performed on-site at the EPA Headquarters in Washington, R.C., with the exception of the EOF operations and maiatenance which will be performed on-site at the EOF which is Within the Greater Washington Metropolitan Area. Contractor personnel shall wear ideatification badges or other identifier which indicates the personnel are employed by a contractor and are not EPA employees. Further, voice mail boxes, e-mail, and other appropriate documents will identify contractor status.

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognise and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

Sub-Task 11.3. Document Review

Conduct daily review of all classified and unclassified communications (i.e. messages, cables, faxes, e-mail, etc.) received by the EOC, and distribute is accordance with appropriate guidance and EOC SOPs.

Sub-Task 11.4. Emergency Operations

Provide on-site personnel tw support the BOC operations extended operational periods during national security emergencies and exercises. The actual hours of operation and duration of the emergency/exercise may extend to 24 hours per day for days, weeks, or months including weekends and Federal holidays. The contractor shall provide for emergency natification and recall of assigned and augmentation personnel and be prepared to perform the duties stipulated to SubTasks II.1, II.2, and II.3 above for the following situations:

- a. Extended Daily Operations. Operations are extended beyond the normal (7:00am 5:30pm) duty day, but less than a full 24 hours, and is expected to last less than seven days. This situation may require that a seemed work shift be established. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours.
- b. Emergeacy Operations. Operations are extended beyond the abrual (7:00 am 5:30pm) duty day, up to a full 24 hours, with the potential to extend beyond 30 days including weekends and Federal holidays. The contractor shall provide for at least two work shifts during Emergency Operations that extend the duty day to more than 16 hours but less than 24 hours and three work shifts for 24 hour operations.
- IV. CONTRACTOR PERSONNEL REQUIREMENTS (SECURITY)

The scope of the work iacludes the handling of classified documents, reference materials and deliverables. Due to this requirement, all contractor personnel, at a minimum, must have a current Top Secret (TS) Security Clearance and meet the requirements to be granted SCI access. All contractor personnel must be American citizens.

All tasks under this contract will be performed oa-site at the EPA Headquarters in Washington, D.C., with the exception of the EOF operations and maintenance which will be performed oa-site at the EUF which is within the Greater Washington Metropolitan Area. Contractor personnel shall wear identification badges or other ideatifier which indicates the personnel are employed by a contractor and are not EPA employees. Further, voice mail boxes, e-mail, and other appropriate documents will identify contractor status.

The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractar to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

Attarhmeat to Work Statemeat Agency Personal Verification Procedures for Centractor Personnel October 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPE-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification he: (a) issued based on sound criteria for verifying an individual employee's identity; (h) strongly resistant to identity fraud, tamperiog, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation pracess.

HSPD-12 and its common identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with 8PA=s master plan for implementing HSPD-12.

a) Contractor Requirements for Porsonal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA
Information Systems for at Least 24 Hours a Week for at Least 6 Months: All
individual contractor employees whose work under the contract requires on-site
access to as EFA controlled facility or logical access to an EPA isformation
system for at least 24 hours a week for at least 6 months a year, will be
required to undergo a background investigation in order to receive an EPA
Personnel Access and Security System (EPASS) badge.

Attachment to Work Statement Ageacy Personal Varification Procedures for Contractor Personnel October 2006

Background: Homelaod Security Presideatial Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common identification be: (a) issued based on sound criteria for verifying an individual employee's ideatity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitatioo; (c) rapidly autheoticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its commoo identification standard require personal identity verification (PIV), background investigations, and suitability determinations for all affected contractor and subcontractor personnel. In accordance with FAR clause 52.284-9, Personal Identity Verification of Contractor Personnel, contractors and subcontractors must comply with EPA-s master plan for implementing HSPO-12.

a) Contractor Requirements for Fersonal Identity Verlication of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Access to EPA facilities or EPA
Information Systems for at Least 24 Bours a Weak for nt Least 6 Months: All
individual contractor employees whose work under the contract requires on-site
access to an EPA controlled facility or logical access to an EPA information
system for at least 24 hours a week for at least 6 months a year, will be
required to undergo a background investigation in order to receive an EPA
Personnel Access and Security System (EPASS) badge.

Attachment to Work Statement
Agency Personal Varification Procedures
for Contractor Personnel
October 2006

Background: Homeland Security Presidential Directive 12 (HSPD-12), signed on August 27, 2004, requires a Government-wide, common identification standard for all Federal and contractor employees requiring physical access to Federally controlled facilities and/or logical access to Federally controlled information systems. The goals of HSPD-12 are to enhance safety and security, increase Government efficiency, reduce identity fraud, and protect personal privacy.

HSPD-12 requires that the common ideotification be; (a) issued based on sound criteria for verifying an individual employee's identity; (b) strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; (c) rapidly authenticated electronically; and (d) issued by providers whose reliability has been established by an official accreditation process.

HSPD-12 and its common identification standard require personal identity verification (PTV), background investigations, and suitability determinations for all affected contractor and subcoatractor personnel. In accordance with FAR clause 52.284-9, Personal Identity Verification of Coatractor Personnel, coatractors and subcontractors must comply with RPA=s master plan for implementing HSPD-12.

a) Contractor Requirements for Personal Identity Verification of Contractor Personnel (including subcontractors)

Contractor Employees Requiring Acsess to EPA facilities or EPR
Information Systems for nt Least 24 Hours a Week fer at least 6 Months: All
individual contractor employees whose work under the contract requires on-site
access to an 8PA controlled facility or logical access to an EPA information
system for at least 24 hours a week for at least 6 months a year, will be
required to undergo a background investigation in order to receive an EPA
Personnel Access and Security System (BPASS) badge.

Officer Representative (COR) within ten (10) days af cantract award nr contract modification with this Attachment to Wnrk Statement AAgeacy Personal Verification Pracedures for Contractnr Personnel, the fullowing information in electronic format via secure means using the HSPD-12 Contractor Template found at http://epa.gov/oam/. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the B data elements, Employee Type, Program Office, Work City and State, Birth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Wame, address, and phone number af the Contractor Program Manager point
 of contact;
- Mame, date uf hirth, place of birth (city, state, chuntry), and Social Security Number for all contractur employees identified above. (NOTR: This information must be protected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; zee http://www.epa.gov/privacy/);
- Employee Type, Position, Email address, Program Office, Wark City and State,
- An indication of which contractor employees are fureign nationals;
- Wame of each contractor employee claiming to have a previous, favorably adjudicated Federal hackground investigation on record, and the name of the Federal Agency that required the investigation, and the completion date.

The contract-level COR will upload this information to the Office of Administrative Services Information System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be untified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and submit the form electronically to PSB via the Office of Personnel Management=s (OPM=s) Blectronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at http://www.opm.gov/e-qip/reference.asp. As part of the investigative and EPASS badging processes, cantractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Ta hegin the PIV process, the cantractor should submit to the Cantracting Officer Representative (C8R) within ten (10) days of contract award or cantract modification with this Attachment to Work Statement AAgency Personal Verification Procedures for Contractor Personnel, the following information in electronic format via secure means using the HSPD-12 Contractor Template found at http://epa.gov/oam/. The template was developed to assist in the transmission of the required contractor employee information in a uniform format. The template also contains drop down menus when entering data in various data cells. Specifically, the 8 data elements, Employee Type, Program 8ffice, Work City and State, Eirth State, Birth Country, Citizenship, Previous Investigation and Investigative Agency, contain drop down menus.

- Contract number;
- Contract expiration date;
- Mame, address, and phone number of the Cuatractor Program Manager puint of cuntaet;
- Name, date of birth, place of hirth (city, state, country), and Sucial Security Number far all contractor employees identified above. (NOTE: This information must be pratected at all times, including during transmission, according to the requirements of the Privacy Act of 1974; see http://www.epa.gnv/privacy/);
- 8mpluyee Type, Pasitiun, Email address, Prngram Office, Work City and State,
- An indication of which contractor employees are foreign nationals;
- Mame ## each contractor employee elaiming to have a previous, favorably adjudicated Federal background investigation on record, and the name of the Federal Agency that required the investigation, and the completium date.

The contract-level COR will upload this information to the Office Pf Administrative Services InformatiPn System (OASIS) personnel security database.

After submission of the preliminary information, the contractor will be nutified by the contract-level COR or PSB when to begin providing all information on Standard Form (SF) 05P, Questionnaire for Public Trust Pasitions, and submit the form electranically to PSB via the Office of Personnel Management=s (OPM=s) Blectronic Questionnaires for Investigations Processing (e-8IP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at http://www.opm.gnv/e-qip/reference.asp. As part of the investigative and EPASG badging processes, contractor employees must be fingerprinted, phatographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (F8I) for pracessing.

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- Contract number:
- Cuntract expiration date;
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- Employee Type, Position, Email address, Program Sffice, Wark City and State,
 - An indication of which contractor employees are foreign nationals;
- Name of each contractor employee claiming to have a previous, favorably
 adjudicated Federal background investigation on record, and the name of
 the Federal Agency that required the lavestigation, and the completion
 date.

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After submission of the preliminary information, the contractor will be notified by the contract-level COR or PSB when to begin providing all information an Standard Form (SF) 85P, Questionnaire for Public rrust Positions, and submit the form electronically to PSB via the Office of Personnel Management=8 (BPM=s) 8lectronic Questionnaires for Investigations Processing (e-QIP) system. Instructions for using e-QIP, filling out, and submitting the SF 85P on-line, can be found at http://www.npm.gov/e-qip/reference.asp. As part of the investigative and EPASS badging processes, contractor employees must be fingerprinted, photographed and provide two forms of identification, at a time and location specified by the COR. These fingerprints will be sent to the Federal Bureau of Investigation (FBI) for processing.

Contractur employees with a favorably adjudicated Federal background investigation at the Wational Agency Check and Inquiries (NACI) level nr above, completed within the past 5 years and verified by RPA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Dfficer Representative (COR). These employees must still be fingerprinted at a time and location specified by the COR.

In order to prevent any interruption of contractor services pending the completion of the DPM background investigation, the Dffice of Admiaistrative Services (CAS) Security Management Division (SMD) has procedures in place to issue temporary or provisional badges.

When reporting in perswn, as directed by the cwntract-level COR, contr actAr employees must provide two forms of original identity source documents from the lists on Form I-9, DMB No.1615-0047, Employment Eligibility Verification (available at http://www.formi9.com/i-9.pdf) .At least one document shall be a valid State wr Federal Government-issued picture identification.

ContractAr Employees Raquiriag EPA Access fwr Less than 24 Hours a Week for 6 Months: These contractor employees may be subject tw the above requirements, and may have limited and coatrolled access to facilities and infArmation systems.

Foreign National Cantractor Employeas: Tw be eligible to wark on-site at an RPA cantrolled facility wr tw access EPA infarmation systems, a fwreign national contractsr employee must have been adwitted to the U.S. on an Immigrant Visa or a Nwn-Immigraat Work Authorizatism Visa. Foreign nationals requiring access to an EPA controlled facility or EFA information system for at least 24 hAurs a week for at least 6 months a year must meet the above requirements for an EPASS badge, and in addition:

- In the Continuation Space@ on the SF 85P, provide the visa number, issuance location, and issuance date for the visa used for ontry to the $\mathbf{u}.s$:
- When presenting two identification source documents, as described above, prwvide at least one from List A on Form 1-9.

When determining a foreign national contractor cuployee=s eligibility fwr an EPASS badge, EPA will cansider the type of visa presented (immigrant

Cuntractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level wr above, completed within the past 5 years and verified by RFA, do not require an additional investigation unless one is requested by the Contracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and lucation specified by the CDR.

In order to prevent any interruption of contractur services pending the completion of the OPM background investigation, the Dffice Af Administrative Services (OAS) Security Management Division (SMD) has procedures in place tw issue temporary or provisional badges.

When reparting in person, as directed by the cantract-level CDR, cantractactur employees must provide two forms wf ariginal identity source documents from the lists on FArm I-9, OMB No.1615-0047, Employment Eligibility Verification (available at http://www.fwrmi9.com/i-9.pdf) .At least one document shall be a valid State Ar Federal Government-issued picture ideatificstion.

Ceatractwr Employees Requiring EPA Access for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and contralled access tw facilities and information systems.

Fareign National Contractor Employees: To be eligible th work wn-site at an RFA controlled facility or to access RPA information systems, a foreign national contractor employee must have been admitted to the U.S. on an Immigrant Visa sr a Non-Immigrant Work Authorization Visa. Foreign nationals requiring access to an EPA controlled facility or EPA information system for at least 24 hours a week fwr at least 6 months a year must meet the above requirements for an EPAS5 badge, and in addition:

- In the Continuation Space@ on the SF B5P, provide the visa number, issuance locatiAn, and issuance date for the visa used for entry to the U.S:
- Whea presenting two identification source documente, as described above, provide at least one from List A wn Form 1-9.

When determining a foreign national contractor employee=s cligibility for an EPASS badge, EPA will consider the type of visa presented (immigrant

Contractor employees with a favorably adjudicated Federal background investigation at the National Agency Check and Inquiries (NACI) level or above, completed within the past 5 years and verified by EPA, do not require an additional investigation unless one is requested by the Coatracting Officer (CO) or Contract-level Contracting Officer Representative (COR). These employees must still be fingerprinted at a time and lucation specified by the COR.

In wrder to preveat any interruption of contractor services pending the completion of the OPM background investigation, the Dffice of Administrative Services (OAS) Security Management Division (SMD) has procedures in place to issue temporary mr provisional badges.

When reporting in person, as directed by the contract-level CDR, contract actor emplayees must provide two farms of wriginal identity source documents from the lists on Form I-9, OMB Wo.1615-0047, Employment Eligibility Verification (available at http://www.fwrmi9.com/i-9.pdf) .At least one document shall be a valid State or Federal Government-issued picture identification.

Contractor Employees Requiring EPA Acress for Less than 24 Hours a Week for 6 Months: These contractor employees may be subject to the above requirements, and may have limited and controlled access to facilities and information systems.

Fwreign National Contractor Employees: Ts be eligible to work wn-site at an EPA controlled facility or to access EPA infwrmation systems, a foreign national coatractor employee nust have been admitted to the U.S. oa aa Immigrant Visa or a Non-Immigrant Wark Authorization Visa. Foreign nationals requiring access the an EPA controlled facility or EPA information system for at least 24 hours a week for at least 6 months a year must meet the above requirements for an EPASS badge, and is addition:

- In the Continuation Space@ on the SF 05P, provide the visa number, issuance limeation, and issuance date for the visa used for entry to the U.S;
- When presenting two identification source documents, as described above, provide at least one from List A oa Fwrm 1-9.

When determining a fwreign national cantractor employee=s eligibility for an EFASS badge, EFA will consider the type of visa presented (immigrant

vs. non-immigrant) and the reciprocity agreement between the U.S. and the individual=s country of origin. These considerations are in addition to the Ared flag@ issues listed below.

Screening of the SF 05P: Information contained on the SF 85P may demonstrate that a contractar employee is not suitable to be given access ta EPA facilities or information systems. PSB will screek information extered on the SF 85P prior to UPM initiating the hackground investigation. For individuals with admitted, derogatory information, issuaace of an EPASS badge may be delayed peading further EPA review. Contractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this coatract. Contractors will only be actified by the COR if any contractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the contractor. The following are possible "red flags":

- Employment Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 85P):
- Selective Service Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20) on the SF 85P);
- Illegal Urugs Illegal use within the previous year, or drug manufacture or other

involvement for profit within the past 7 years (Question 21 on the SF 85P).

b) Returning Badges

The contractor is responsible for easuring that all hadges are returned to the COR at the coaclusion of the contract or when contractor on-site services are no longer required, or whea as individual contractor employee leaves.

c) Subcontracta

These requirements must be incorporated into all subcontracts wherein employees= work under the subcontract requires physical access to an KPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a

vs. non-immigrant) and the reciprocity agreement between the U.S. and the individuals country af origin. These coasiderations are in addition to the Ared flage issues listed below.

Screeniag of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to EPA facilities ar informatioa systems. PSB will screea iaformatioa entered oa the SF 85P prior to 0PM initiating the background investigation. For individuals with admitted, derogatory information, issuance of an EPASS hadge may be delayed pending further EPA review. Coatractors are responsible for providing qualified personnel in accordance with requirements stated elsewhere in this contract. Coatractors will only be notified by the COR if any coatractor employee is found unsuitable to perform as a result of a background investigation, and must be immediately replaced by the coatractor. The following are possible "red flags":

- Employment Having been fired from a previous job, or having left under unfavorable circumstances within the past 7 years (Question 12 on the SF 8SF);
- Selective Service Failure to register with the Selective Service System; this applies to male applicants born after December 31, 1959 (Question 17 on the SF 85P);
- Police Records Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20) on the SF 85P):
- Illegal Urugs Illegal use within the previous year, or drug manufacture or other

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c) Subcontcacts

These requirements must be incorporated into all subcontracts wherein employees= work under the aubcoatract requires physical access to an EPA coatrolled facility or logical access to an EPA information system for 6 months or loager.

Page 17 of 17

d) Appsale

Contractors have the right to appeal, in writing to the COR, a

Screening of the SF 85P: Information contained on the SF 85P may demonstrate that a contractor employee is not suitable to be given access to RPA facilities or information systems. PSB will screen information entered on the SF 85P prior to OPM initiating the background investigation. For iadividuals with admitted, derogatory information, issuance of an EPASS badge may be delayed pending further EPA review. Contractors are responsible for providing qualified personnel is accordance with requirements stated

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the SF 85P); Selective Service - Failure to register with the Selective Service

Employment - Having been fired from a previous job, or having left

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- System: this applies to male applicants born after Oecember 31, 1959 (Ouestion 17 on the SF 85P):
- Police Records Within the past 7 years, any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law (Question 20 on the SF 8SP):
- Illegal Drugs Illegal use within the previous year, or drug manufacture or other involvement for profit within the past 7 years (Question 21 on the SF

85P).

b) Returning Badges

The contractor is responsible for ensuring that all badges are returned to the COR at the conclusion of the contract or when contractor oa-site services are no longer required, or when an individual contractor employee leaves.

c) Subcontracts

These requirements must be incorporated into all subcontracts wherein employees= work under the subcontract requires physical access to an EPA controlled facility or logical access to an EPA information system for 6 months or longer.

d) Appeals

Contractors have the right to appeal, in writing to the COR, a

determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

U.S. Environmental Protectian Agency Personnel Security Branch (Mail Code 3206M) 1200 Permsylvania Avenue, NW Washington, DC 20460 PSB=s decisiwn on behalf of the Agency will be final and not subject to further appeal.

Definitions

- EPA Information Systems means an information system [44 U.S.C. 3582(8)] used or operated by EPA, or a contractor of EPA or other organization on behalf of the Agency.
- EPA Controlled Facilities@ means:
- EPA or Federally-owned buildings or leased space, whether for single or multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control of the Agency;
- EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; .. Government owned contractor operated facilities, including laboratories:

The term does not apply to educational institutions that conduct activities on behalf of departments or the agency or at which Federal Employees are hosted unless specifically designated as such by the sponsoring department wr agency.

• Foreign National@ means an individual who is not a United States citizen.

determination to deny or revoke a badge. If the COR believes an appeal is justified, he/she will forward it to:

BP-W-0B-071/0006

U.S. Environmental Protection Agency Personnel Security Branch (Mail Code 3286M) 1200 Pennsylvania Avenue, NW Washington, DC 20460 PSB-s decision on behalf of the Agency will be final and not subject to further appeal.

e) Definitions

- BPA Information Systems means an information system [44 U.S.C. 3502(8)] used wr operated by EPA, or a contractor of EPA wr other organization wn behalf of the Agency.
- EPA Controlled Facilities@ means:
- EPA nr Federally-nwned buildings or leased space, whether fwr single wr multi-tenant accupancy, and its grounds and approaches, all or any pwrtion wf which are under the jurisdiction, custody wr control wf the Agency;
- EPA or Federally controlled commercial space shared with non-government tenaots. Far example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; .. Government-wwned contractor-operated facilities, including laboraturies;

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- EPA or Federally-owned buildings or leased space, whether for single mr multi-tenant occupancy, and its grounds and approaches, all or any portion of which are under the jurisdiction, custody or control wf the Agency;
- EPA or Federally controlled commercial space shared with non-government tenants. For example, if a department or agency leased the 10th floor of a commercial building, the Directive applies to the 10th floor only; .. Government-owned contractor-operated facilities, including laboratories;

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• Foreign National means an individual who is not a United States citizen.

National	Security	Emergency	${\tt Preparedness}$	ProgramP-W-88-871/8007

		ONTRACT 1. SOM					
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PUR		S. PROJECT NO. #########			
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15A.	MANUE AND TITLE OF SIGNER (Type or policy)			15A.	NAME AND TITLE OF CONTRACTING OF	FICER (I)po or	pelle)	
				CLA	UDIA M. ARMSTRONG			
16B.	CONTRACTOROFFEROR	15G	DATE SIGNES	198.	UNITED STATES OF AMERICA		18C.	DATE SIGNED
	Ciganism of parame and colored in signi			-	(Signature of Contracting Officer)	-		
	S40-P1-152-B07B CUS EXTERN UNUSABLE		30	105		SBARBARD Prescribed FAR (48 CF	by 634	

AMENDMENT OF SOLIC	STATION/MODIFICATION OF C	ONTRACT 1.	CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0887	1 EFFECTIVE DATE See Eleck 16C	PR-HQ-09	DNPURCHASE REQ. NO. 1-13596	5. PROJECT NO. (Fapplicable)
6. ISSUED BY	CODE	7. ADMMESTE	ERED BY # +++ +-+ + 9 CX	NOE
Environmental Protection Age Emergency Response Service 1200 Pennsylvania Avenue, N	: Center (3885R)			
Washington, DC 20460				
8. NAME AND ABORESS OF CONTRACTOR	plu, street, county, State and ZP Code)		(/) SA. ANDIOVERT	TOF SOLICITATION NO.
X-EETO, INC.			98. DATED pero	TIM 48
8725 NW 18TH TER SUITE 304	1			.c. 1,4
Miami, FL 33172			MA. BOOREATE NO. EP-W-08-071	ON OF CONTRACT/ORDER
		l l	•	TEM +3
CODE FACILITY CODE			09/30/08	
	11, THIS ITEM ONLY APPLIES	TO AMENDMENTS OF	SOLICITATIONS	
F1 The shore remband extinitation is an	manufacture and health to them 44. The hour and	dala avan'ilai saturada a	COMmercial II to	and extended

National Security Emergency Preparedness Program - W-08-071/0007

Offers must acknowledge receipt of this emendment prior to the hour and data specified in the solicitation or as arounded, by one of the following methods: (a) By completing Hems D and 15, and returning ______copies of the amendment; (b) By acknowledging receipt of the amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the esticitation and amendment numbers. FALURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE TESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already asberitted, such change any to made by letegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

See the information in item 1 in the attachment on Page 2. 13. THIS FTEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, 17 MODIFIE'S THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify subscrip) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CUN-A. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES وسوات المساحة expressions white, size; BEY FORTH IN ITEM 16, PURSUANT TO THE AUTHORITY OF FAR 43,10304. C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Q. OTHER (Specify type of modification and materity) X B.5 Limitation of Funds Notice(EP 52.232-188) (APR 1984) &G.5 Contract Administration

14. DESCRIP TOH OF AMENDMENT/MODIFICATION (Organized by MCF section tendings, tenhalog and challed and an embed matter tradition) The purpose of this modification is to fully fund the trase period of the contract by \$221,470.88 end to sdd Ray Worley as the Alternate Project Officer of the Contract. All other terms and conditions remain unchanged.

E. IMPORTANT: Contractor [X] is not, [] is required to eign this document and return _____ copies to the income effice.

12. ACCOUNTING AND APPROPRIATION DATA (Frequired)

UNE AND TITLE OF SIGNER (7);→ 47 (MHA)			HA.	HAME AND TITLE OF CONTRACTING (OFFICER (Type or)	in proj	
			CLA	LUDIA M. ARMSTRONG			
ONTRACTORIOFFEROR	15C	DATE SIGNED	16B.	(BATTED STATES OF AMERICA		16C.	DATE SIGNED
(Signature of person authorized to sign)			_	(Signature of Constructing Official)	_		
-01-152-6070		30-	185		ST4NDARD	FORM	30 (REV 10-83)
S EDITION UNUSANUE					Prescribed t	ıy GSA	
-	(Signature of person authorized to sign)	(Signature of person authorized to sign) 01-1 52-8070	NTRACTORIOFFEROR 18C DATE SIGNED (Signature of person authorized to sliph) 01-152-8070 30	NTRACTORIOFFEROR 15C DATE SIGNED 16B. (Signature of person authorized to sign) 01-152-8070 30-165	(Signature of person authorized to sign) 11-1 (52-8070 30-185)	18C DATE SIGNED 18B. UNITED STATES OF AMERICA (Signature of person authorized to sign) 11-182-8070 30-185 ST4NDARD	15C DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. (Signature of person authorized to signi) 11-152-8070 30-985 574 NDARD FORM

AMENDMENT OF SOLICE	TATION/MODIFICATION OF C	ONTRACT	II. COM	RACT ID CODE	PAGE OF PAGES
 AMENDMENT/MODIFICATION NO. EP-W-08-071/0607 	1 EFFECTIVE DATE See Block 16C		SITKOM/PUR -09-1359	CHASE REQ. NO. 10	5. PROJECT NO. prepalated
6. ISSUED BY	CÓDE	7. ADMIN	ISTERED BY	(p / , a _ a _ a _ a _ c c c c a _ a _ a _ a _	
Environmental Protection Age Emergency Response Service 1288 Pennsylvania Avenue, N.*	Center (3665R)				
Washingian, DC 28468 a. NAME AND ADDRESS OF CONTRACTOR	(No., almost, county, State and ZP County)		(/)	9A. AMENDMENT O	F SOLICITATION NO.
X-EETO, INC. 8725 NW 18TH TER SUITE 304				SEL DATED (SEE (FEA	11)
Miami, FL 33172				19A. MODIFICATION NO. EP-W-08-071	OF CONTRACT/ORDER
CODE FACILITY CODE	····	<u> </u>	N	10B, DATED (SEE 1764 89/38/08	11)
	11, THIS ITEM ONLY APPLIES				

(a) By completing forms II and 15, and returning ______copies of the amendment; (b) By acknowledging receipt of this emendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the sufficient and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AY THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IH REJECTION OF YOUR OFFER. If by virtue of this amendment you design to change on offer already submitted, such change may ha made by fallogram or (etter, provide deach telegram or letter makes returned to the solicitation and this arrendment, and is received prior to the opening hour and date specified. See the Information in item 1 in the attachment on Page 2. 13. THIS ITEM APPLIES CHILY TO MODIFICATIONS OF CONTRACTS/ORDERS, AT MODIFIES THE CONTRACT/ORDER HB. AS DESCRIBES IN ITEM 14.

Offers must acknowledge receipt of this amandment prior to the hour and data epecified in the set icitation or as amended, by one of the following methods:

(/)	r	TRACT ORDER NO. IN ITEM 10A
•	В.	THE ABOVE HUNBERED CONTRACT/DROER IS INCOMED TO REFLECT THE ADMINISTRATIVE CHANGES (Mark on Administrative Amount payons affect, appropriation date, atc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.193(b).
	E.	THIS SUPPL INVENTAL AGREEMENT IS EXTERSO INTO PURSUANT TO AUTHORITY OF:
X	o. E.	OTHER (Specify the of Funds Notice(EP 52.232-100) (APR 1884) &G.5 Contract Administration

E. (MPORTANT: Contractor [X] to met, [] in required to sign this document and return _____ sopies to the issuing office. 14. BESCRIPTION OF AMENDMENT/MODE/CATION (Organizatory MCF and in the Supplemental Authorities where Research)

The purpose of this madification is to fully fund the base period of the contract by \$221,478.00 and to add Ray Worley as the Alternate Project Officer of the Centract. All ether terms and conditions remain unchanged.

DATE SIGN
F

1. The following funding modifications have been made:

BASE Period:

		APPR		PROGRAM	SITE/	COST	OBJ		P/
DCN	BFYS	NUMBER	ORG	ELEMENT	PROJECT	ORG	CLSS	TUDOMA	C
N9N060	09	T	D3N	ZZZD73	HQ00BM00		2505	\$221,470.00	P

- 2. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:
- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of $\S^{(b)(4)}$ is allotted to cover estimated cost. Funds in the amount of $\S^{(b)(4)}$ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.
- (C) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

	Previous Mod No.(Original Award)	This Mod No. 7	Revised Total
Est. Cost	\$ (b)(4)		
Base Fee	.\$		
Total	\$970,928.00	\$221,470.00	\$1,192,398.00

Base Period Current Contract Total (Contract Ceiling)	\$ 1,192,398.00
Base Period Current Contract Total Funding This Mod	\$1,192,398.00
Amount Required to Fully Fund	\$0

3. The Section G clause entitled "CONTRACT ADMINISTRATION REPRESENTATIVES

(EP 52,242-100) (AUG 1984) has been modified. The text is as follows:

Alternate Project Officer(s) for this contract is:

Ray Worley U.S. EPA CEPPO (5104A) 1200 Pennsylvania Ave. Washington, DC 20460 (202) 564-8721 <u>worley.rav@epa.gov</u>

(EP 52.242-100) (AUG 1984) has been modified. The text is as follows:

EP-W-08-071/0007

Alternate Project Officer(s) for this contract is:

Ray Worley U.S. EPA CEPPO (5104A) 1200 Pennsylvania Ave. Washington, DC 20460 (282) 564-8721 worley.ray@epa.gov

(EP 52.242-100) (AUG 1984) " has been modified. The text is as follows:

Alternate Project Officer(s) for this contract is:

Ray Worley U.S. EFA CEPFO (5104A) 1200 Pennsylvania Ave. Washingtoo, DC 20460 (202) 564-8721 worley.ray@epa.gov

AMENDMENT OF SOLICITATI	ON/MODIFICATION OF CON	ITRACT 1.	CONTRACT ID CODE	PAGE OF PAGES			
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION	. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (# applicable				
6. ISSUED BY COD	E	7. ADMINISTE	RED BY (if other than item 6) CC	DDE			
Environmental Protection Agency Emergency Response Service Cent 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	er (3805R)						
8. NAME AND ADDRESS OF CONTRACTOR (No., stre	et, county, State and ZIP Code)		(✓) 9A. AMENDMENT	FOF SOLICITATION NO.			
			- 				
X-EETO, INC. 8725 NW 18TH TER SUITE 304			9B, DATED (SEE A	TEM 11)			
Mlami, FL 33172			10A. MODIFICATIO	ON OF CONTRACT/ORDER			
•			NO.				
		(v	EP-W-08-071 10B. DATED (SEE FI	TEM 42			
CODE FACILITY CODE		10	09/30/08	rem 13)			
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS				
[] The above numbered solicitation is amended a				not extended.			
Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram which MENT TO BE RECEIVED AT THE PLACE DESIGNATE IN REJECTION OF YOUR OFFER. If by virtue of this i letter, provided each telegram or letter makes referen	copies of the amendment; (b) By ack includes a reference to the solicitation a D FOR THE RECEIPT OF OFFERS PRIOR amendment you desire to change an offer	knowledging receipt of and amendment numbe TO THE HOUR AND D r aiready submitted, su	this amendment on each copy ers. FAILURE OF YOUR ACKNO ATE SPECIFIED MAY RESULT ich change may be made by tele	of the offer WLEDG- egram or			
12. ACCOUNTING AND APPROPRIATION DATA (If req. N/A	aired)						
	THIS ITEM APPLIES ONLY TO MOE T MODIFIES THE CONTRACT/ORD						
	IRSUANT TO: (Specify authority) THE CHAN						
TRACT ORDER NO. IN ITEM 10A		<u> </u>					
	T/ORDER IS MODIFIED TO REFLECT THE EM 14, PURSUANT TO THE AUTHORITY		ANGES (such as changes in peying of	ffice,			
c. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO AUTH	IORITY OF:					
D. OTHER (Specify type of modification and au H.19 KEY PERSONNEL (EF	thority) PAAR 1552.37-72) (FEB 1995) DEVIATION					
E. IMPORTANT: Contractor [X] is not, [is required to sign this document and re	eturn copies to	the lasuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (
In accordance with Clause H.19, KE							
change the Emergency Managemer	t Analyst position on the co	ontract from, (b)) ⁽⁴⁾ to				
(b)(4) All other terms an	d conditions previously set	forth remain u	nchanged				
				·			
	**						
Except as provided herein, all terms and conditions of and effect.	I the document referenced in Item 9A or	TUA, as heretofore cha	nged, remains unchanged and i	in full force			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME A	AND TITLE OF CONTRACTING O	OFFICER (Type or print)			
		CLAUDIA	M. ARMSTRONG				
15B. CONTRACTOR/OFFEROR	15C DATE SIGN		STATES OF AMERICA	16C. DATE SIGNED			
(Signature of person authorized to sign)		(Sig	nature of Contracting Officer)	<u> </u>			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 52.243			

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
 - (a) The Contractor shall assign to this contract the following key personnel:

Project Manager:
Senior Emergency Management Analyst: (b)(4)
Emergency Management Analyst: (b)(4)
Emergency Operations Facility Manager:
Senior Telecommunications Specialist: [(b)(4)]
Telecommunications Specialist: (b)(4)
EOF Secured Access Facility Manager: (b)(4)

- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 EPPECTIVE DATE

10/01/09

2. AMENDMENT/MODIFICATION NO.

Washingtan, DC 20460

Environmental Protection Agency

1288 Pennsylvania Avenue, N.W.

8725 NW 18TH TER SUITE 304

12. ACCOUNTING AND APPROPRIATION DATA proprint

The purpose of this modification is to:

16A. NAME AND TITLE OF SIGNER (7) pa or puto)

(Signature of parameter sufferbank to adjuly

18B. CONTRACTOR/OFFEROR

PREVIOUS EDITION UNUSABLE

NSN 7540-81-152-8070

TRACT ORDER NO. IN ITEM 18A

O. OTHER (Specify Appendiculation and added);

X Per clause B.1, B.3, B.4, B.5, F.5 and H.5

1. Exercise Option Period 1 from 10/1/09 to 9/30/18,

3. Amend the government property clauses.

All other terms and conditions remain the same.

2. Add funding to Option Period I in the amount of \$881,115.04

See the Information in Item 1 in the attachment on Page 2.

Emergency Response Service Center (3805R)

8. NAME AND ADDRESS SF CONTRACTOR (No., server, county, Sand and 20" Code)

EP-W-08-071/0009

6. ISSUED BY

X-EETO, INC.

Miami, FL 33172

CODE FROILITY CODE

PROJECT NO. P applicates

CONTRACT ID CODE

ADMINISTERED BY profes was 800 @ 0.05E

(/) IA. AMENDMENT OF SOLICITIESTICS NO.

DRITED (SEE MEN 11)

EP-W-08-071

89/30/08

16A. NAME OND TITLE OF CONTRACTING OFFICEA (Type or print)

16C. DATE SIGNED

STANDARD TOAM 30 (REV 10-83)

Prescribed by GSA

FAR (43 CFR) 82.243

CLAUDIA M. ARMSTRONG

(Signature of Controlling Office)

15C DATE SIGNED 198. UNITED STATES OF AMERICA.

30-1 or

10A. MODIFICATION OF CONTRACT/ORDS

REQUISITION/PURCHASE REQ. NO.

PR-HQ-09-14278

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACTS/ORDER NO. AS DESCRIBED IN ITEM 14.

[] The above numbered Allicitation N amended as Allicitation 14. The hour and data specified for receipt of Office [] is extended. [] is not extended.

THE ABOVE NULL SERED CONTRACTIONDER IS MODIFIED YO REFLECT THE ADMINISTRATIVE CHANGES (with an elempton in paging willow,

Except as provided herein, all terms and conditions of the document referenced in New SA or 10A, as heretofore changed, remins unchanged and is full force

Offers must acknowledge receipt of this assessment prior to the hour and data specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _______copies of the assessment; (b) By acknowledging receipt of this amendment on each copy of the offer submitter; or (c) By separate letter or telegram which includes a reference in the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR YHE RECEIPT OF OFFERS PRIOR YO THE HOUR AND DATE SPECIFIED MAY RESULT

IN REJECTION OF YOUR OFFER. If by within of this amendment you desire to change an offer stready submitted, such change may be made by telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify and any) THE CHANGES SET FORTH IN ITEM 14 GRE MADE IN THE CON-

APPROPRIESSO ALL, RS.) SET FORTH IN ITEM 14, PURSUANT FO THE AUTHORITY OF FAR 43.10f(b).

E. BIPORTANT: Contractor [X] is not. [] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization Section Section), in both of the Contract of the Contr

THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

AMENDMENT OF SOLICIT	TATION/MODIFICATION OF CONTE	RACT 1	CONTRACT ID CODE	PAGE OF PAGES				
AMENDMENT/MODIFICATION NO. EP-W-08-071/0009	3. EFFECTIVE DATE 10/01/09	4 REQUISITE PR-HQ-09	ONIPURCHASE REQ. NO. 1-14270	5. PROJECT NO. graphing				
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invironmental Protection Ager	псу							
mergency Response Service (Center (3095R)							
200 Pennsylvania Avenue, N.V	N.							
Vashington, DC 20460			. La avisionisia					
NAME AND ADDRESS OF CONTRACTOR (No., 9 Beef, county, State and 2IP Code)	L	(/) 9A. AMENRMENT	OF SOLICITATION NO.				
(-EETO, INC.			<u> </u>					
725 NW 18TH TER SUITE 304			96. DATED (SEE M	39 ff)				
Rami, FL 33172		ļ-		A CONTRACTION OF THE PARTY OF T				
			10A. MOSIFICATION NO.	N OF CONTRACTIONDER				
			EP-W-08-071					
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ODE FACILITY CODE			09/30/08					
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	nded as set forth in Nem 13. The hour and Fate spe							
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derakted; or (c) By expensio letter or talegran	n which includes a referency to the sulicitation and	amendment numb	ers. FAILURE OF YOUR ACKNOW	NLEDG-				
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·	IT MODIFIES THE CONTRACT/ORDER							
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c. THIS SUPPLEMENTAL AGRE	EMENT IS ENTERED INTO PURSUSNIT TO AUTHOR	ITY 9F:		- .				
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X Per clause B.1, B.3, E.								
miPORTANT: Contractor (X) is not,	[] to required to pign this document and return		o the lessing office.					
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. Exercise Option Period 1 fro	m 10/1/09 to 9/30/10							
•	d in the amount of \$881,115.04							
. Amend the government prop								
Berement brob								
all other terms and conditions	remain the same.							
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nd effect.								
SA. NAME AND TITLE OF SIGNER (Type or ye	144	16A. NAME	ANS TITLE OF CONTRACTING O	FHICER (7)qua ar pulat)				
		CLAUDIA	M. ARMSTRONG					
SB. CONTRACTORIOTTEROR	160 DATE SIGNED		D STATES OF AMERICA	MC. DATE SIGNE				
	l							
(Signature of pursua authorized to sign)		(6	gradure of Contracting Officer)					
SN 7640-01-452-8079		30-115		STANDARD FORM 39 (REV 10-43) Prescribed by GSA				
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WHICH DWICK! OF SOCIO	TATION/MODIFICATION	ON OF CONTRA	ACT	1. CONTR	ACT ID CODE	PAGE OF PA	AGES
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Environmental Protection Ager	псу		1				
mergency Response Service	*		1				
200 Pennsylvania Avenue, N.\			1				
Vashington, DC 20460	***.		ı				
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Aiami, FL 33172					16A MODEFICATION	OF CONTRAC	TYORDER
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n; By completing items 5 and 15, and returnin submitted; or (c) By separate letter or telegran	m which (neludes a reference to	the solicitation and a	- Paris in	t market a. FARL	RE OF YOUR ACKNOW!	LEDG-	
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	13. THIS ITEM APPLIES (
	IT NOOIFIES THE CO	NTRACT/OROER N	40. AS E	XESCRIBED IN	ITEM 14.		
A THIS CHANGE ORDER TENS		tenty) THE CHANGES (SET FORT	IN SKITEM 14 AR	E MADE IN THE CON-		
TRACT ORDER NO. IN ITEM	104						
B. THE ABOVE NUMBERED COM					- 100 mg - 1	•	
appropriation data, etc.) SET FORT	TH IN ITEM 14, PURSUANT TO T	THE AUTHORITY OF FA	AR 48.16	(b).			
c. THIS SUPPLEMENTAL AGRE	FMENT to ENTEAFD INTO PUR	SUANZ TO AUTHORY	Y OF:				
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National Security Emergency Preparedness Program

1. The fallowing funding madifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	O RG	PROGRAM ELEMENT	SITE/ PROJECT	COST DRG	DBJ CLSS	AMOUNT	/ C
N9N860 N9N875		T T	D3N D3N	ZZZD73 ZZZD73	HQ88BM80 HQ00BM00		2\$85 2505	\$615,538.08 \$265,5E5.04	

2. Option Periad I is exercised. The Start Date and End Date far this period af perfarmance are as fallows:

Start Date 10/01/09 End Date 09/38/10

- 3. The Sertion B clause entitled "LEVKL OF EFFDRT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552,211-73) (APR 1984) DEVIATION" has been modified. The text is as fallows:
- (a) The Contractor shall perform all work and provide all required reports within the level wf effart specified below. The Government will order 14,885 direct labor hours fwr the Optian Period I which represents the Government's best estimate wf the level af effart required to fulfill these requirements.
- (b) Oirect labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and nwt support persynnel such as company management, typists, and key punch operators even though such support persannel are normally treated as direct labor by the Contractar. The level af effort specified in paragraph (a) includes Contractwr, subcontractor, and consultant labor hours.
- (c) Under any circumstances, if the Government orders or the Contrartor provides less than 90 percent af the level af effort specified fwr the base period or ony aptianal period exercised, an equitable downward adjustment wf the fixed fee, if any, far that period will be made. The Government may require the Contractor to provide additional effort up to 118 percent of the level wf effwrt fwr any peciod until the estimated cost fwr that period has been reached. However, this additional effwrt shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee. If this is a cast-plus-award-fee (CPAF) contract, the term "fee" in this paragroph means "base fee and award fee."
- (d) If the level of effort specified to be ardered during a given base or option period is nwt ardered during that period, that level of effort may nat be accumulated and ardered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either the "Limitatiwn wf Cost" &r "Limitation of Funds" clauses.

MODIFICATIONS TO THE CONTRACT

EP-W-08-071/0009

1. The fallowing funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	DRG	PROGRAM KLEMENT	SITE/ PROJECT	COST ORG	OBJ CLSS	TUUOMA	/ C
N9N868	89	T	D3N	ZZZD73	нооввиво		2505	\$615,530.88	P
N9N075	89	T	D3N	ZZZD73	HO08BM80		2585	\$265,585.84	C

2. Option Period I is exercised. The Start Date and Rnd Date fwr this period of perfurmance are as follows:

Start Date 18/81/89 End Date 89/30/10

- 3. The Section B clause entitled "LEVEL OF EFFORI -- COST REIMBURSBNENT TERM CDNTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION" has been modified. The text is as fallaws:
- (a) The Contractar shall perfarm all work and provide all required reports within the level of effort specified below. The Government will order 14,885 direct labor hours for the Option Period I which represents the Government's best estimate af the level of effort required tw fulfill these requirements.
- (b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operaturs even though such support personnel are normally treated as direct labor by the Contractur. The level of effart specified in paragraph (a) includes Contractor, subcontractor, oad consultant labor hours.
- (c) Under any ciccumstances, if the Government arders ar the Contractwr provides less than 90 percent of the level of effort specified for the base period oc any optional period exerrised, an equitable downward adjustment af the fixed fee, if any, for that periwd will be made. The Government may require the Cwntractor to pravide additional effart up tw 110 percent of the level af effart for any period until the estimated cast for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee. " If this is a cast-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."
- (d) If the level of effort specified to be ordered during a given base or aptian periad is not ordered during that period, that level af effort moy not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either the "Limitatian of Cost" or "Limitation wf Funds" clauses.

MODIFICATIONS TO THE CONTRACT

The following funding modifications have been made:

Option Period I:

DCN	BFYS	APPR NUMBER	ORG	PROGRAM ELEMENT	SITE/ PROJECT	COST DRG	OBJ CLSS	AMOUNT	1
W9N868	89	T	D3N	ZZZD73	NQ00BM00		2505	\$615,530.88	Į
N9N075	89	T	D3N	ZZZD73	HQ88BM88		2585	\$265,585.84	(

2. Option Period I is exercised. The Start Date and End Date for this period wf perfurmance are as fullows:

Start Date 10/81/89 End Date 89/30/10

- 3. The Section B clause entitled "LEVEL OF BFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DBVIATION* has been modified. The text is as follows:
- (a) The Cantractar shall perfarm all work and provide all required reports within the level aI effart specified below. The Government will arder 14,885 direct labor hours far the Option Period I which represents the Government's best estimate of the level at effort required to fulfill these requirements.
- (b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support persannel such as company management, typists, and key punch wperatocs even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Cantractor, subcantractar, and consultant labor hours.
- (c) Under any circumstances, if the Government arders ar the Contractor provides less than 90 percent at the level wf effwrt specified for the base period wr any optional period exercised, an equitable downward adjustment af the fixed fee, if any, fwr that period will be made. The Government may require the Contractar to provide additional effort up tw 110 percent of the level of effort far any period until the estimated cost for that period has been reached. However, this additional effart shall not result in any increase in the lixed fee, if any. If this is a cost-plus-incentive-fce (CPIP) contract, the term "fee" in this paragraph means "base fee and incentive fee. If this is a cast-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fce."
- (d) If the level of effort sperified to be ordered during a given base or option period is not ardered during that period, that level af effart may nwt be accumulated and ordered during a subsequent periad.
- (e) These terms and conditions da not supersede the requirements wf either the "Limitation of Cost" ar "Limitation wf Funds" clauses.

4. The Section B clause entitled "ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)" has been modified. The text is as follows:

Option Period I Totals:

- (a) The estimated cost of this contract is $\mathbf{g}^{(b)(4)}$
- (b) The fixed fee is $\frac{1}{2}$
- (c) The total estimated cost and fixed fee is \$1,219,697
- 5. The Section B clause entitled "OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)" has been modified. The text is as follows:

For the categories listed, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

	Base	Option	Option	Option	Option
	Period	Period 1	Period 2	Period 3	Period 4
	Ceiling	Ceiling	Ceiling	Ceiling	Ceiling
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000

6. The Section B clause entitled "LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)" has been modified. The text is as follows:

Option Period I: (As of 10/1/09)

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of s is allotted to cover estimated cost. Funds in the amount of s are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2010.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.
- (C) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Option Peri	od I				. <u></u>
	This	Mod	No.	9	
Est. Cost					\$(b)(4)
Base Fee					
Total				-	\$881,115.04

								\$1,219,697.00
	Period I			Total	Funding	This	Mod	\$.881,115.04
Amount	Required	to Fully	Fund					\$338,581.96

Base Period:

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of s is allotted to cover estimated cost. Funds in the amount of s are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through October 2009.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.
- (C) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

Base Period	l		
	Previous Mod No.(Original Award)	This Mod No. 7	Revised Total
Est. Cost	\$ (b)(4)		
Base Fee	\$		
Total	\$970,928.00	\$221,470.00	\$1,192,398.00

	Current Contract Total (Contract Ceiling)	\$1,192,398.00
	Current Contract Total Funding This Mod	\$1,192,398.00
Amount Requi	red to Fully Fund	\$0

7. The Section F clause entitled "PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)" has been modified. The text is as follows:

The period of performance of this contract shall be from $\frac{10/01/09}{0}$ through $\frac{9/30/10}{0}$ inclusive of all required reports.

- 6. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009) DEVIATION" has been added. The text is as follows:
- (a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prinr written approval from the Contracting Officer. If the Contracting Dfficer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the ''Government Property'' clause and listed on the contract via cantract modification.
- (b) If the Government pravides item(s) of Government property to the chatractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the ''Government Property'' elause.

The ''EPA Contract Property Administration Requirements' provided below apply to this contract.

U.S. Environmental Protection Ageacy Contract Property Administration Requirements

- 1. Purpose. This document sets furth the requirements for the U.S. Environmental Protection Agency (EPA) coatractors perfurming Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).
- Contract Froperty Administration (CPAR)
- a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.
- h. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plent clearance, from the Defense Contract Wanagement Agency (DCMA). If DCMA agrees the provide support, DCMA will obtify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

NATIVE THE BEAR CO. In the event RF a disagreement between the CAntractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct carrespondence hetween the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

- 0. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552,245-70) (SEP 2009) DEVIATION" has been added. The text is as follows:
- (a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/Pr fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the ''Government Property'' clause and listed on the contract via contract modification.
- (b) If the Government provides item(s) Af Government property to the contractor for use in the performance of this contract, this property shall be used and majorained by the contractor in accordance with the provisions of the ''Government Property'' clause.

The ''EPA Cootract Property Administration Requirements' provided below apply to this contract.

U.s. Environmental Protection Agency Coatract Property Administration Requirements

- 1. Purpose. This document sets forth the requirements for the U.S.
 Environmental Protection Agency (EPA) contractors performing Government
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 Government Property of the Federal Acquisition Regulation (FAR).
- Contract Property Administration (CPAR)
- a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coardinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase are acquire Government Property are include the Government Property elauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Coatracting Dfficer (CO) and Coatracting Officer Technical Representative (COTR) relative to Government Property.
- b. DCMA Re-delegation. The CPC may request support for contract property management oversight, iocluding property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearence officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property semiconstration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

- 8. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009) DEVIATION" has been added. The text is as follows:
- (a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly ar indirectly through a subcontract, any item of property without primer written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the 'Government Property' clause and listed on the contract via contract modification.
- (h) If the Government provides item(s) If Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The ''EPA Contract Property Administration Requirements' provided below apply to this contract.

U.S. Environmental Protection Agency Contract Property Administration Requirements

- 1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractars performing Government property management responsibilities under EPA contracts. These requirements supplement those coatained is the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).
- Contract Froperty Administration (CPAR)
- a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Conrdinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contraction Difficer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.
- h. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may coatact the EPA CO. In the event of a disagreement between the cootractor and the DCMA PA, the contractor should seek resulution from the CO. Unless, otherwise directed in the coatract, or this ducument, all priginals of written information or reports, except direct correspondence between the coatractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

- c. Disagreements. Natwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA wr the CPC the contractor should seek resolution from the CO.
- Requests fwr Government Property,

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall aubuit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- e. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.
- 4. Transfer of Government Froperty. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required wf FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventwry wf the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upan receipt and acceptance of the property, is acceptance with FAR 45.186.
- 5. Records of Government Froperty.
- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Gavernment property, regardless of value, including property provided to and in the pwssession of a subcantractor. Material provided by the Government or acquired by the contractwr and billed as a direct charge to the contract is Government property and records must be established as such.
- h. The Contractwr shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable tw tag the item, the contractor shall write the Iⁿ number on a tag, eard or other entity that may be kept with the item or in a file.

- c. Disagreements. Notwithstanding the delegation (8), as necessary, the contractor may contact the CO. In the event wf a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.
- 3. Requests for Government Property.

In accordance with FAR 45.182, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number fwr which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.
- 4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide tw the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-3, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.
- 5. Records of Government Property.
- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and hilled as a direct charge to the cantract is Government property and records must be established as such.
- h. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or wther entity that may be kept with the item or in a file.

- c. Disagreements. Notwithstanding the delegation (a), as necessary, the cantractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution fram the CO.
- Requests far Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt wf written authorization from the Contracting Officer.
- 4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide tw the transferee, the receiving contractor, the infwrmation needed to establish and maintain the praperty recards required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perfwrm a complete inventory of the property befwre signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.
- 5. Records wf Government Property.
- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractwr. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted the record in a timely manner follnwing an action.
- d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Emergy (DOE) recard and report requirements supplied with all RPA provided mother vehicles. If the abuve requirements were not provided with the vehicle, the cuntractur shall notify the designated CPC and the Fleet Manager.
- e. Whea Government property is disclosed to be in the management and/pr control of the contractor but not provided under any contract, the contractor shall record and repart the property in accordance with FAR 52.245-1.
- Inveatories of Government Property. The contractor shall conduct a complete physical inventary of EFA property at least once per year. The contractor shall report the results of the inventury, including any discrepancies, to the CO. Accoaciliatina of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Claseaut, for information on final inventuries.
- 7. Reports of Government Property. RPA requires an annual summary report, for each chatract, by contract number, of Government property in the contractur's possessioa. The annual summary is due as of September 38th mf each year, and upon contract termination or expiration.
- a. For each classification listed on the EPA Property Report farm, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost chlumns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as Flant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the tutal acquisition cost and quantity of all items ur systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisiting cost and quantity of all items with a unit acquisition cost mf leas than \$25,080.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole, the contractor may maintain the recard as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are the be received at EPA by the CPC by October 5th of each
- f. Distribution shall be as follows: Original tn: CPC

- c. Support ducumentation used fur posting entries to the property recurd shall provide complete, current and auditable data. Entries shall be posted the the record in a timely manner fallawing an action.
- d. Far Government vehicles, in addition to the data elements required by RPA, the contractor shall alsa comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the coatractor shall notify the designated CPC and the Fleet Manager,
- e. When Government property is disclased to be in the management and/pr control of the cuntractur but not provided under any contract, the contractur shall recard and report the property in accordance with FAR 52.245-1.
- Inventuries of Government Property. The coatractor shall conduct a complete physical inventury of RPA property at least nnce per year. The coatractor shall report the results nf the inventury, iacludiag any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accurdance with the schedule negotiated with the CO. See section 18 herein, Contract Closeout, for information on final inventories.
- 7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's passessian. The annual summary is due as af September 30th of each year, and upon contract termination or expiration.
- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quaatity. If there are zero items in a classification, ar if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisiting cast columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,888 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost nf less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record us a system acting all components of the system under the main component or maintain individual recurds for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar ampunt for the system, if that system total is \$25,800 pr more.
- e. The reports are to be received at EPA by the CPC by October 5th of each year.
- f. Distributioa shall be as follows: Original to: CPC

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- e. When Government property is disclused to be in the management and/or control of the engineering but not provided under any cuntract, the coatractor shall recard and report the property in accurdance with FAR 52.245-1.
- 6. Inventories of Government Property. The contractar shall conduct a complete physical inventury of EPA property at least once per year. The contractor shall repart the results af the inventory, including any discrepancies, to the CO. Reconcilistica of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for infurmation on final iaveatories.
- 7. Reports of Government Property. RPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination Pr expiration.
- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisiting cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
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- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole, the coatractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dullar amount for the system, if that system tutal is \$25,000 ur mure.
- e. The repurts are to be received at EPA by the CPC by October 5th of each year.
- f. Distribution shall be as fallows: Original to: CPC

One copy: CO

- g. Contractors are required to comply with GSA and DDE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EFA Facility Management and Services Division (FMSD) coacurrent with receipt of each vehicle.
- h. The coatractor shall provide detailed reports on an as-aeeded basis, as may be requested by the CO or the CPC.
- 8. Disposition of Government Property. The disposition process is composed of three distinct phases: ideatification, reporting, and final disposition.
- s. Identification. The disposition process begins with the contractor ideatifying Government property that is no longer required for contract performance. Effective caatract property management systems provide for ideatification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the eontractor's other EPA coatracts for further use. If the property may be reutilized, the contractor shall actify the CO in writing. Government property will be transferred via contract modifications to ather contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Governmeat property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and whea to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at http://www.arnet.gov/far/current/html/FormsStandard54.html.

Superfund property must cantain a Superfund notification and the following language must be displayed on the farm: ''Note to CO: Reimbursement to the EPA Superfund is required. "

- (ii) DCMA. If the SPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Dfficer (PLCO).
- c. Disposition Instructions.
- (i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.
- (ii) Return to EFA. When Government property is ideatified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The coatractor shall ship/deliver the property in accordance with the instructions provided by the CO.
- (iii) Transfer. Whea Government property is identified as excess, the CD way direct the contractor in writing to transfer the property to another SPA

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be

be requested by the CO or the CFC.

provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may

- 8. Disposition of Government Property. The disposition process is composed of three distiact phases: identification, reporting, and final disposition.
- a. Identification. The disposition process begins with the contractor identifying Government property that is an longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other 8PA contracts for further use. If the property may be reutilized, the contractor shall notify the CO is writing. Government property will be transferred via coatract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

One copy: CO

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Superfund property must contain a Superfund notification and the following language must be displayed on the farm: ''Note to CO: Reimbursement to the EPA Superfund is required."

- (ii) DCMA. If the EPA contract has been re-delegated to OCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Dfficer (PLCD).
- c. Disposition Instructions.
- (i) Retention. When Government praperty is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract fwr possible future requirements.
- (ii) Return to EFA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CD.
- (iii) Transfer. Whea Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA

One copy: CO

- g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Oivision (FMSD) coacurreat with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.
- 8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.
- a. Identification. The disposition process begins with the contractor identifying Government property that is no loager required for contract performance. Effective contract property management systems provide fwr identification of excess as it occurs. Ducc Government property has been determined to be excess to the accountable contract. it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Gavernment property will be transferred vis contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government praperty. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at http://www.arnet.gov/far/curreat/html/FormsStandard54.html.

Superfund property wust contain a Superfund notification and the following language must be displayed on the form: ''Note to CO: Reimbursement to the EPA Superfund is required. "

- (ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plaat Clearance Officer (PLCO).
- c. Disposition Instructions.
- (i) Retention. Whea Government property is identified as excess, the CO may direct the castractor is writing to retain all or part of the excess . Government Property under the current contract for possible future requirements.
- (ii) Return to EPA. When Government property is identified as excess, the CO msy direct the contractor is writing to return those items to EPA isventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.
- (iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the praperty to aaother EPA

contractor. The contractor shall transfer the property by shipping it in accordance with thr instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this rlause.

- (iv) Salc. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow praspective bidders access to property nffered for sale.
- (v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall untify the runtractur in writing of those items EPA would like to retain, have returned or transferred to another RPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventary schedule. The rontractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been rompleted. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.
- 9. Decontamication. In addition to the requirements of the ''Government Property' elause and prior to performing disposition of any EPA Government Property, the contractar shall certify in writing that the property io free from contamination by any hazardous or toxic substances.
- 10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, iacluding any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set furth in the applicable termination elause. The results of the inventury, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule far disposal purposes up to six (6) months print to contract completion. If such an inventory schedule is prepared, the contractor must indirate the earliest date that earh item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the cantract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property repart with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and

contractor. The contrartor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contrartor shall provide the recipirat of the property with the applicable data clements set forth in Attachment 1 of this clause.

- (iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contrartor shall allow prospective bidders acress to property offered for sale.
- (v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input 8PA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another RPA contractor. The contractor shall notify the SCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record the indicate the disposition of the item and to close the record. The contractur shall also obtain either a signed receipt or pronf of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changeo, to include supporting ducumentation of completed disposition actions and submit it to the CPC.
- 9. Decontamination. In addition to the requirements of the "Government" Property'' clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from cuntamination by any hazardous or toxir substances.
- 10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated the DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated rantract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be farwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months print the contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractPr shall notify the CO, and, if delegated, the DCMA PA, in writing, when sl1 work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attarhment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the cantractor is required to maintain, and

contractor. The contrareor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the rontrartor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

- (iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective hidders access to property offered for sale.
- (v) Abandonment. Abandoned property must be disposed of in a manner that does nmt endanger the health and safety of the public. If the contract is delegated the DCMA and the contractor has input EPA property inth the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property recard to indicate the disposition of the item and to close the recard. The contractor shall also obtain either a signed receipt or proof af shipment from the recipient. The rontractor shall notify the CO when all actions pertaining the disposition have been completed. The contractor shall complete an EPA Property report with rhanges, to include supporting documentation of completed disposition actions and submit it to the CPC.
- 9. Decontamination. In addition to the requirements of the ''Government Property'' elause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous ar toxir substances.
- 10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the cantract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

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Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(v1), Reports of Government Property, the contractur is required to maintain, and

report the fallowing data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name If the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No);

No. af Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group af iateracting items functioning as a complex whole," the contractor may maiataia the recard as a system noting all components of the system under the main component or maintaia individual records for each item. However, for the Annual Report of Government Property, the components must be reparted as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

- 9. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:
- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Dfficer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractar shall use the Government-furnished data only ia connection with this contract.
- (d) The fullowing data will be furnished to the Contractor an or about the time indicated:

repart the following data elements for EPA Government property (all rlements are not applicable t^{μ} material):

Name and address af the administrative Contracting Offirer; Name af the contractor representative; Business type; Name and address of the contract property coordinatar; Superfund (Yes/No); No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, far the Annual Report of Government Property, the components must be reported as a system with one total dollar amount far the system, if that system total is \$25,000 or more.

(End of clause)

- 9. The Section G clause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:
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- (c) The Contractor shall use the Government-furnished data only in connection with this cantract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

report the following data elements for 8PA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Susiness type; Name and address of the contract property coordinatar; Superfund (Yes/No); No. of Subcontractor/Alternate Locations

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(End of elause)

- 9. The Section G elause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" had the version changed. The text is as follows:
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- (1) The Contractar submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this caatract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

- 10. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)" has been deleted.
- 11. The Section H clause entitled "OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION" has been modified. The text is as follows:

The Government has the option to extend the term of this contract for four additional one-year period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 14,885 direct labor hours for all four option periods. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base and Option Periods from:

	Start Date	End Date
	10/01/08	09/30/09
ođ I	10/01/09	09/30/10
d II	10/01/10	09/30/11
d III	10/01/11	09/30/12
d IV	10/01/12	09/30/13
	od I od II od III od IV	10/01/08 od I 10/01/09 od II 10/01/10 od III 10/01/11

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

	Level of Effort
Period	Direct Labor Hours basic quantity
Base Year Period	14,885
Option Period I	14,885
Option Period II	14,885
Option Period III	14,885
Option Period IV	14,885

- * To Be Completed at time of contract award
- (c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

Period	Estimated Cos	t Fixed Fee	Total
		(b)(4)	
Base	\$ ^{(D)(4)}	\$ (5)(4)	\$1,192,398
Option Period I	\$	\$	\$1,219,697
Option Period II	\$	ş	\$1,250,472
Option Period III	\$	\$	\$1,286,837

Option Period IV

\$ (b)(4)

\$ (b)(4)

\$1,325,322

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period

Total ODCs (including travel)

	Base	Option	Option	Option	Option	
	Period	Period 1	Period 2	Period 3	Period 4	
	Ceiling	Ceiling	Ceiling	Ceiling	Ceiling	
Travel/local and long distance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	

AMENDMENT OF SOLICITAT	ION/MODIFICATION OF C	CONTRACT	1. CONTRACTIO CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. EP-W-08-071/0010	3. EFFECTIVE DATE 10/28/09	4. REOUIS	THONPURCHASE REQ. NO.	S. PROJECT NO. (Payatonia)
8. ISSUEDBY CO	DE	7. ADMAN	STERED BY protection on C	ODE
Environmental Protection Agency Emergency Response Service Cer 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	nter (3805R)			
NAME AND ADDRESS OF CONTRACTOR (M., M	rest, cases, State and JP Code)	-	(/) JA. AMENDMEN	T OF SOLICITATION NO.
V EETO INC				
X-EETO, INC. 8725 NW 18TH TER SUITE 304			96. DATED JEEF	(TEM 1)
Miami, FL 33172			TUA. MODIFICATE	ON OF CONTRACT/ORDER
			EP-W-00-071	
			(/) 198. DATED (SEE 83/30/08	(TEM 13)
ODE FACILITY CODE	44 700 000 000 000	-		
[1] The above numbered solicitation is amended	11. THIS ITEM ONLY APPLIES as set forth in item 14. The hour and			s not instanded.
Offers must acknowledge receipt of this amendmen		-		
N REJECTION OF YOUR OFFER. If by virtua of this offer, provided each telegram or latter makes refer to. ACCOUNTING AND APPROPRIATION DATA IF A N/A	ance to the solicitation and this sman			
	THIS ITEM APPLIES ONLY TO	MODIFICATIONS OF	CONTRACTS/ORDERS,	
-	IT MODIFIES THE CONTRACTA			
(/) A. THE CHANGE CHOER IS RISUED I TRACT ORDER NO. IN ITEM 18A	PURSUANT TO: (Specify authority) THE C			
	ITEM 14, PURSUANT TO THE AUTHO		arovices (act a care in paying)	·
c. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED ATTO PURSUANT TO A	AUTHORITY OF:		·
о. етнек солду ул. — — — — — — — — — — — — — — — — — — —		umished Data (1	552.245-71), Employme	ent Eligibility Verification
E. IMPORTANT: Contractor [X] Is not,	[] its required to sign this document a	and paturny – cepie	a to the insuling office.	
14, DESCRIPTION OF AMENDMENT/MODIFICATION				
The purpose of this modification is	a to update Government !	Property Clauses	and include	
Employment Eligibility Vorification	Clause. All other terms	s and conditions	previously	
set forth remain unchanged.				
Basept as provided female, all female and conditions	of the document referenced in News C	M oc 104 as hereofore	changed, remains uncleaned and	in full lines
and affect.	A THE ASSESSMENT MAINTINGS IN STRIP			
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		ÇLAUDI	A M. ARMSTRONG	
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National Security Emergency Preparedness Programp-W-88-871/8818

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18C DATE SIGNED 168. UNITED STATES OF AMERICA

STANDARD FORM to (REV 10-83)

Prescribed by GSA FAR (48 CFR) 52-243

MODIFICATIONS TO THE CONTRACT

- 1. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2089) ORVIATION" has been modified. The text is as follows:
- (a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly wr indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractar the acquire and/or fabricate equipment far use in the perfarmance of this contract, the equipment shall be subject the the provisions of the 'Government Property' clause and listed on the contract via contract modification.
- (b) If the Government provides item(s) of Government property to the contractor far use in the perfarmance of this contract, this property shall be used and maintained by the contractor in accordance with the provisings of the ''Government Property'' clause.

The ''KPA Contract Property Administration Requirements' provided below apply the this contract.

- U.S. Environmental Protection Ageacy Contract Property Administration Requirements
- 1. Purpose. This dracument sets farth the requirements for the U.S. Environmental Prwtection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (PAR).
- 2. Contract Property Administration (CPAR)
- n. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Chordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase Or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Ufficer Technical Representative (COTR) relative to Government Property.
- b. DCMA Re-delegation. The CPC may request support fwr contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (OCMA). If DCMA agrees the provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available tw the contractor for assistance in all matters wf property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the OCMA PA, the contractor should seek resolution from the CO. Unless, ntherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the

MODIFICATIONS TO THE CONTRACT

EP-W-0B-071/0010

- 1. The Section G clause antitled "GOVERNMENT PROPERTY (8PAAR 1552.245-78) (SEP 2009) OEVIATION" has been modified. The text is as fullows:
- (a) The contractor shall not fabricate wr acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prinr written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor the acquire and/hr fabricate equipment for use in the performance of this contract, the equipment shall be subject to the previsions of the 'Government Property' clause and listed on the contract via contract modification.
- (b) If the Government provides item(s) of Government property tw the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the ''Government Property'' clause.

The ''RPA Cuntract Property Administration Requirements' provided below apply tw this cuntract.

- O.S. Environmental Protection Agency Contract Property Administration Requirements
- 1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors perfurming Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Pederal Acquisition Regulation (PAR).
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- b. DCMA Re-delegatiwn. The CPC may request support for contract property management oversight, including property administration and plant elearance, from the Defense Cwntract Management Agency (DCMA). If OCMA agrees to provide support, OCMA will notify the contractor of the assigned property administrator (PA) and plant elearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administratiwn.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the OCMA PA, the contractor should seek resolution from the CO. Unless, Atherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the SCMA FA, relative to Government property, should be forwarded to the

MODIFICATIONS TO THE CONTRACT

- 1. The Section G clause entitled "GOVERNMENT PROPERTY (EPAAR 1552.245-78) (SEP 2009) OEVIATION" has been modified. The text is as fullows:
- (a) The contractor shall not fabricate or acquire, on hehalf of the Government, either directly or indirectly through a subcontract, any item of property without print written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor the acquire and/hr fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the 'Government Property' clause and listed on the contract via contract modification.
- (b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the ''Government Property'' clause.

The ''EPA Centract Property Administration Requirements' provided below apply to this centract.

U.s. Environmental Protection Agency
Cuntract Property Administration Requirements

- 1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) entractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).
- 2. Cuntract Property Administration (CPAR)
- a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Cowrdinator (CPC). The delegations apply to all EPA contracts issued with Dr that have the potential to receive, purchase or acquire Gwvernment Property wr include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.
- b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant elearance, from the Defense Contract Management Agency (DCMA). If OCMA agrees tw provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance of the assigned property available to the coatractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event Rf a disagreement between the contractor and the OCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct engrespondence between the contractor and the OCMA PA, relative to Government property, should be forwarded to the

administrative CO assigned to this contract and the CPC.

- c. Disagreements. Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.
- 3. Requests for Government Property.

In accordance with FAR 45.182, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required far performance of the contract, the contractor shall submit a writtea request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certificatian that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not praceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.
- 4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the infurmation needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.
- Records of Government Property.
- a. In accordance with PAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not

administrative CO assigned to this contract and the CPC.

- c. Disagreements. Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractur and the PA or the CPC the contractor should seek resolution from the CO.
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- 5. Records of Government Property.
- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
- b. The Contractor shall identify all Superfund property and designate it as such both on the item and an the Government property record. If it is not

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- b. An item(s) description, quantity and estimated cost.
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- b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not

- c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. Fwr Government vchicles, in addition to the data elements required by EPA, the contractor shall alsw comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractwr shall nutify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any cantract, the contractor shall record and report the property in accordance with FAR 52.245-1.
- 6. Inventories of Government Property.
 The contractor shall conduct a complete physical inventory of 8PA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Recunciliation of discrepancies shall be campleted in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for infarmation on final inventories.
- 7. Reports of Government Property. EPA requires an annual summary report, fwr each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as nf September 30th of each year, and upon contract termination or expiration.
- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- h. For material, the contractwr shall provide the total aequisition cost only.
- c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity wf all iteos or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be received of RPA by the CPC by Octuber 5th of each wear.

practicable tw tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

- c. Support documentatiwn used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- d. For Government vehicles, in addition tw the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA pravided mutar vehicles. If the above requirements were not provided with the vchicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Gavernment property is disclosed to be in the management and/or control wf the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.
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 The contractor shall conduct a complete physical inventory of RPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.
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- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zern items in a classification, or if there is an ending balance of zerm, the classification must be listed with zeros in the quantity and acquisition cost columns.
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- e. Property elassified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items wr syztems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisitiwn cust and quantity of all items with a unit acquisition cwst of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the cwatracter may maintain the record as a system anting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are tw hw received at EPA by the CPC by October 5th of each year.

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- d. Far Government vehicles, in addition to the data elements required by EPA, the cwntractor shall also comply with the General Services Administration (GSA) and Department wf Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
- e. When Government property is disclosed to be in the management and/or contrwl of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.
- 6. Inventories of Government Property.

 The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results af the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.
- 7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possessiwn. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.
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- d. For items comprising a system, which is defined as "a group of interacting items functioning as n complex whole," the contractor may maintain the record as a system noting all components of the system under the main component wr maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. Thw reports are to be received at EPA by the CPC by October 5th of each year.

- f. Distribution shall be as follows:
 Original to: CPC
 One copy: CO
- g. Contrartors are required to comply with GSA and DDE special reporting requirements for motor vehirles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.
- 8. Disposition of Government Froperty. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.
- a. Identification. The disposition process begins with the contractar identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Doce Government property has been determined to be excess to the accountable contract, it must be screened against the cantractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CD in writing. Government property will be transferred via contract modifications to other contracts only when the CDs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Dispusal Schedule, provides the format far reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at http://www.arnet.gov/far/current/html/FormsStandard54.html.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: ''Note to CD: Reimbursement to the EPA Superfund is required.''

- (ii) DCMA. If the 8PA contract has been re-delegated to DCMA, the excess items will be entered into the Plaat Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Dfficer (PLCO).
- c. Disposition Instructions.
- (i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.
- (ii) Return to EFA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to SPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.
- (111) Transfer. Whea Government property is identified as excess, the CO may

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Superfund property must contain a Superfund notification and the following language must be displayed on the form: ''Note to CO: Reimbursement to the EPA Superfund is required.''

- (ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Dfficer (PLCO).
- c. Disposition Instructions.
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b. Reporting.

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The standard Form, SF 1420, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions far completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at http://www.arnet.gov/far/current/html/FormsStandardS4.html.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: ''Note to CO: Reimbursement to the EPA Superfund is required.''

- (ii) DCMA. If the KPA contrart has been re-delegated to DCMA, the excess items will be entered into the Plnot Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed the the DCMA Plant Clearance Dfficer (PLCD).
- c. Disposition Instructions.
- (i) Retention. When Government property is ideatified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.
- (ii) Return to EPA. Whex Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.
- (iii) Transfer. When Government property is identified as excess, the CO may

direct the contractor in writing to transfer the property to another EPA coatractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 wf this clause.

- (iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractur shall allow prwspective bidders access the property wffered for sale.
- (v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety "If the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilizatina Officer (PUO) shall notify the CO. The CO shall notify the contractor is writing of those items EPA would like to retoin, have returned or transferred to another EPA cuntractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inveatory schedule. The coatractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The coatractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete as EPA Property report with changes, the include supporting dacumentation of completed disposition actions and submit it to the CPC.
- 9. Decontamination. In addition to the requirements of the ''Government Property'' clause and priwr to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from cwntaminatiwn by any hazardous nr thxic substances.
- 10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated tw DCMA, the physical inventory report will be submitted tw the EPA CO and a copy submitted tw the DCMA PA.

In the case wf a terminated cwntract, the contractor shall comply with the iaveatory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded tw the CO and if delegated, a copy to the DCMA PA. In order tw expedite the disposal process, contractors may be required to, or may elect the submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior tw cwntract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property eccords to show disposal action. The contractor shall nutify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable the the countract has been disposed. The contractoe shall complete a FINAL EPA Property repart with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi),

direct the contractor in writing to transfer the property tw another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer wf accountability, the contractor shall provide the recipient of the property with the applicable data elements set furth is Attachment 1 of this clause.

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- (v) Abandonment. Abandoned property must be disposed wf in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilizatinn Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items BPA would like th retain, have returned or transferred to another EPA cuntractor. The cwntractor shall natify the DCMA PLCO and request withdrawal wf those items from the inventory schedule. The cantractur shall update the Government property record to indicate the dispusition of the item and to clase the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The conteactor shall notify the CO when all actions pertaining to dispusition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition sctions and submit it to the CPC.
- 9. Decontamiaction. In addition to the requirements wf the 'Government Property'' clause and pring to performing disposition of any EPA Government Property, the contractor shall certify is writing that the property is free from contamination by any hazardous or toxic substances.
- 10. Contract Closeout. The contractur shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inveatory report will be submitted to the EPA CO and a copy submitted tw the DCMA PA.

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Attachment 1

Required Data Element- In addition to the requirements of FAR 52.24S-1(f)(vi),

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- (iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property affered for sale.
- (v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractwr has input EPA property into the PCARSS system, the EPA Property Utilization Officer (POO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The coatractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property recard to indicate the disposition of the item and th close the record. The contractor shall also ubtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to dispositiwn have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed dispusition actions and submit it to the CPC.
- 9. Decontamination. In addition to the requirements of the ''Government Property' clause and priwr to performing disposition wf any EPA Government Prwperty, the contractor shall certify in writing that the property is free from contamination by any hasardous or toxic substances.
- 10. Contract Closeouc. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepaccies, shall be reported to the CO. If the contract is delegated the DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

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Attochment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi),

Reports of Government Property, the contractor is required to maintain, and report the fullowing data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Susiness type; Name and address of the contract property coordinator; Superfund (Yes/No);

Nn. nf Subcontractor/Alternate Locations

Wate: For items comprising a system which is defined as, 'a graup af interacting items functioning as a complex whole, the contractor may maintain the recard as a system noting all components of the system under the main component or maintain individual records for each item. However, far the Annual Report of Government Property, the components must be reported as a system with ane total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

- 2. The Section G elause entitled "GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)" has been modified. The text is as fullows:
- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, auitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected pravisions of this eastract in accordance with the "Changes" clause when:
- (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Gavernment-furnished data only in connection with this contract.
- (d) The fullowing data will be furnished to the Contractor on or about the time indicated: N/A

Reparts of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations

Note: For itema comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system unting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

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- (d) The fallowing data will be furnished to the Contractor on or about the time indicated: N/A

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- (h) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data nuly in connection with this contract.
- (d) The fullowing data will be furnished to the Contractor on or about the time indicated:N/A

- 3. The Section I clause entitled "EMPLOYMENT ELIGIBILITY VERIFICATION (FAR 52.222-54) (MAY 2009)" has been added. The text is as follows:
- (a) Definitions. As used in this clause—

"Commercially available off-the-shelf (COTs) item"-

- (1) Means any item of supply that is-
- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor

or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify

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EP-W-08-071/0010

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- at time of contract award, the Contractor shall-
- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business
- days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- (i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business
- days after the date of hire (but see paragraph (b)(3) of this section); or
- (E) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in
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- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b) (4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the

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- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MDU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret,

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- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

 (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately
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- (1) Is for— (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (2) Has a value of more than \$3,000; and

(ii) Construction;

(3) Includes work performed in the United States.

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modified for identification of the parties), in each

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AM	MENDMENT OF SOLICITAT	ION/MODIFICAT	ION OF CONTRA	ACT	1. CONTR	ACT ID CODE	PAGE C	F PAGES	
	MENT/MODIFICATION NO. 8-071/0011	3. EFFECTIVE DAT See Block 16		4. REQUIS	ITION/PURC	HASE REQ. NO.	5. PRO	JECT NO	. (If applicable)
6. ISSUED	BY CO	DE		7. ADMINI	STERED BY	(If other than item 6) CODE			
Emerge 1200 Pe	mental Protection Agency ncy Response Service Cer nnsylvania Avenue, N.W. gton, DC 20460	nter (3805R)							
	ND ADDRESS OF CONTRACTOR (No., st	reet, county, State and ZIP Cod	(e)		(√)	9A. AMENDMENT OF	SOLICIT	TATION NO	0.
X-EETO 8725 NV	, INC. V 18TH TER SUITE 304					9B. DATED (SEE ITEM	11)		
Miami, F	FL 33172					10A. MODIFICATION C NO.	F CONT	RACT/OR	DER
						EP-W-08-071 108. DATED (SEE ITEM	47		
CODE FAC	ALITY CODE		· · · · · · · · · · · · · · · · · · ·		(1)	09/30/08	13)		
		11. THIS ITEM ONL	Y APPLIES TO AME	NDMENTS	OF SOLICI	TATIONS	-		
[] The at	bove numbered solicitation is amended	as set forth in Item 14.	The hour and date speci	fled for receip	t of Offers	[] is extended, [] is no	t extende	ed.	
submitted; of MENT TO BI IN REJECTION	oleting Items 8 and 15, and returning or (c) By separate letter or telegram whit E RECEIVED AT THE PLACE DESIGNAT DN OF YOUR OFFER. If by virtue of this ded each telegram or letter makes refer	ch includes a reference t ED FOR THE RECEIPT C amendment you desire	o the solicitation and ar OF OFFERS PRIOR TO T to change an offer airea	mendment nui HE HOUR ANI idy submitted	nbers. FAILL DATE SPE , such chang	CIFIED MAY RESULT e may be made by telegra	EDG. Im or		
12. ACCOUR	NTING AND APPROPRIATION DATA (# re	equired)							
	13.	THIS ITEM APPLIES							
(√)	A. THIS CHANGE ORDER IS ISSUED I TRACT ORDER NO. IN ITEM 10A								
	B. THE ABOVE NUMBERED CONTRA appropriation data, etc.) SET FORTH IN				CHANGES (s	uch as changes in paying office,	-		
	c. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PU	RSUANT TO AUTHORIT	Y OF:					
x	D. OTHER (Specify type of modification and H.19 Key Personnel (EPA)	authority) AR 1552 237-72)	(FFR 1995) DEV	IATION					
			*					•	
	ANT: Contractor [X] is not, PTION OF AMENDMENT/MODIFICATION	[] is required to sign thi			s to the Issui				
	pose of this modification is	s to change the I		cess Fac	ility Man				
unchang	ged.		•						
Except as pr	rovided herein, all terms and conditions	of the document referen	nced in Item 9A or 10A, a	s heretofore	hanged, ren	nains unchanged and in fo	ıll forc e		
	IE AND TITLE OF SIGNER (Type ar print)					OF CONTRACTING OFF	ICER (Typ	e or print)	
						MSTRONG			
15B. CON	TRACTOR/OFFEROR		15C DATE SIGNED	16B. UNIT	ED STATES	OF AMERICA		16C.	DATE SIGNED
	(Signature of person authorized to sign)				(Signature of C	ontracting Officer)	OTAND	IPD FORM	1 20 (DEV 40 02)
NSN 7540-01 PREVIOUS E	1-152-8070 EDITION UNUSABLE		30	-105			Prescrib	ed by GS. CFRI 52.2	

MODIFICATIONS TO THE CONTRACT

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
 - (a) The Contractor shall assign to this contract the following key personnel:

Project Manager:
(b)(4)
Senior Emergency Management Analyst:
(b)(4)
Emergency Management Analyst:
(b)(4)
Emergency Operations Facility Manager:
Senior Telecommunications Specialist:
(retroactive start date of November 3, 2008)
Telecommunications Specialist:
(b)(4)
EOF Secured Access Facility Manager:

- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

AN	ENDMENT OF SOLICIT	TATION/MODIFICATION	ON OF CONTR	ACT	1. CONTR	ACT ID CODE	PAGE OF PAGE	S
	ENT/MODIFICATION NO. -071/0012	3. EFFECTIVE DATE See Block 16C		4. REQUIS	SITION/PURC	HASE REQ. NO.	5. PROJECT I	O. (# applicable)
6. ISSUED	ВУ	CODE		7. ADMINI	STERED BY	(# other than item 6) COD	E	
Emerger 1200 Per	mental Protection Ager ncy Response Service (nnsylvania Avenue, N.V yton, DC 20460	Center (3805R)						
8, NAMEAI	ND ADDRESS OF CONTRACTOR (io,, street, county, State and ZIP Code)			(1/)	9A. AMENDMENT C	OF SOLICITATION	NO.
X-EETO,	INC.					9B. DATED (SEE ITE	U 10	·
8725 NW	18TH TER SUITE 304					1	,	
Miami, F	L 33172					10A. MODIFICATION NO. EP-W-08-071	OF CONTRACT/C	RDER
					(V)	10B. DATED (SEE TE	M 13)	
CODE FACI	LITY CODE				†	09/30/08		
		11. THIS ITEM ONLY	APPLIES TO AME	NDMENTS	OF SOLICI	TATIONS		
submitted; o MENT TO BE N REJECTIO	eting items 8 and 15, and returning r (c) By separate letter or telegram : RECEIVED AT THE PLACE DESIG IN OF YOUR OFFER. If by virtue o led each telegram or letter makes i	which includes a reference to NATED FOR THE RECEIPT OF f this amendment you desire to	the solicitation and a OFFERS PRIOR TO TO change an offer alrea	mendment nu HE HOUR AN Idy submitted	mbers, FAILL D DATE SPE I, such chang	CIFIED MAY RESULT to may be made by teleg	LEDG- ram or	
12. ACCOUN	TING AND APPROPRIATION DATA	A (If required)						
		13. THIS ITEM APPLIES (IT MODIFIES THE CO						
(1)	A. THIS CHANGE ORDER IS ISSU TRACT ORDER NO. IN ITEM 1		northy THE CHANGES:	SET FORTH II	NITEM 14 AR	E MADE IN THE CON-		
	B. THE ABOVE NUMBERED CON appropriation date, etc.) SET FORT	TRACT/ORDER IS MODIFIED T H IN ITEM 14, PURSUANT TO T			CHANGES (4	uch as changes in poying offic	:÷,	
	c. THIS SUPPLEMENTAL AGREE	MENT IS ENTERED INTO PUR	SUANT TO AUTHORIT	Y OF:				
	D. OTHER (Specify type of modification H.19 KEY PERSONNEL		2) (FEB 1995) [EVIATIO	N			
	ANT: Contractor [X] is not,	() is required to sign this			s to the issu			
			enior Emergen	cy Manag	jement A			
Except as no	ovided herein, all terms and condi	ions of the document reference	ed in item 9A or 10A	as heretofore	changed, ren	nains unchanged and in	fuli force	
and effect.								· · · · · · · · · · · · · · · · · · ·
ISA. NAME	EAND TITLE OF SIGNER (Type or pri	ng				E OF CONTRACTING OF MSTRONG	PIGER (Type or print)	
	RACTOR/OFFEROR	15	5C DATE SIGNED		TED STATES	OF AMERICA	160	DATE SIGNED
NSN 7540-01-	Signature of person authorized to sign)	<u></u>	20	105	(Signature of C	ontracting Officer)	STANDARD FO	DM 30 (DEV 40 03)
	DITION UNUSABLE		30	-105			Prescribed by G FAR (48 CFR) 52	

	NDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE			ACT ID CODE	PAGE OF F	-AGES	
EP-W-08-071/0013	3. EFFECTIVE DATE See Block 16C	4.	REQUISI	TION/PURC	HASE REQ. NO.	5. PROJE	CT NO. (If applicable)
S. ISSUED BY	7.	ADMINIS	TERED BY	ff other than kem 6) COD	E		
Environmental Protection Ag Emergency Response Servic I 200 Pennsylvania Avenue, Washington, DC 20460	ce Center (3805R)						
NAME AND ADDRESS OF CONTRACT	OR (No., street, county, State and ZIP Code)			(√)	9A. AMENDMENT	OF SOLICITAT	ION NO.
(-EETO, INC. 3725 NW 18TH TER SUITE 3	04				9B. DATED (SEE ITE.	M 11)	
Miami, FL 33172				10A. MODIFICATION OF CONTRACT/ORDER NO. EP-W-08-071			
			İ	(/)	10B. DATED (SEE ITE	M 13)	
CODE FACILITY CODE	ODE FACILITY CODE						
	11. THIS ITEM ONLY A	PPLIES TO AMEND	MENTS C	F SOLICI	TATIONS		
[] The above numbered solicitation is a	amended as set forth in Item 14. The h	our and date specified	for receipt	of Offers] is extended, [] is n	ot extended.	
NREJECTION OF YOUR OFFER. If by vid after, provided each telegram or letter ma 2. ACCOUNTING AND APPROPRIATION I	kes reference to the solicitation and th						
IK.	13. THIS ITEM APPLIES ON				·		
(/) A. THIS CHANGE ORDER IS	IT MODIFIES THE CONT ISSUED PURSUANT TO: (Specify author)						
TRACT ORDER NO. IN IT	EM 10A						
	CONTRACT/ORDER IS MODIFIED TO I ORTH IN ITEM 14, PURSUANT TO THE			CHANGES (#	uch as changes in paying offic	c•,	
	REEMENT IS ENTERED INTO PURSU	ANT TO AUTHORITY OF	F;				
D. OTHER (Specify type of modific X H.19 KEY PERSON	NEL (EPAAR 1552.237-72)	(FEB 1995) DE\	VIATIO	١			
tMPORTANT; Contractor [X] is a				to the Issul			
d. DESCRIPTION OF AMENDMENT/MODIF The purpose of this modification and the description of	ation is to add (b)(4)	to the Cont	ract as	an Eme			
cept as provided herein, all terms and condeffect.	onditions of the document referenced	in item 9A or 10A, as he					
A. NAME AND TITLE OF SIGNER (Type	or print)	16. C			OF CONTRACTING OF	FICER (Type or	print)
B. CONTRACTOR/OFFEROR	15C	DATE SIGNED 16			OF AMERICA		16C. DATE SIGN
(Signature of person authorized to sig	n)			Signature of Co	ontracting Officer)	*	
SN 7540-01-152-8070 REVIOUS EDITION UNUSABLE		30-105	5			STANDARD Prescribed FAR (48 CF	

MODIFICATIONS TO THE CONTRACT

- 1. The Section H clause entitled "Key Personnel (EPAAR 1552.237-72) (FEB 1995) DEVIATION" has been modified. The text is as follows:
 - (a) The Contractor shall assign to this contract the following key personnel:

Project Manager:
(b)(4)
Senior Emergency Management Analyst:
(b)(4)
Emergency Management Analyst:
(b)(4)
Emergency Operations Facility Manager:
(b)(4)
Senior Telecommunications Specialist:
(retroactive start date of November 3, 2008)
Telecommunications Specialist:
(b)(4)
EOF Secured Access Facility Manager:
(b)(4)

- (b) During the first 120 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 120-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
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